11529

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1896.

No. 930.

LOWRY W. HUMES, PLAINTIFF IN ERROR,

vs.

THE UNITED STATES.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF TENNESSEE.

FILED MARCH 30, 1896.

(16,242.)

11530

(16,242.)

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1896.

No. 480.

LOWRY W. HUMES, PLAINTIFF IN ERROR,

vs.

THE UNITED STATES.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF TENNESSEE.

INDEX.

	Original.	Print.
Caption	1	1
Indictment	2	1
Order filing indictment and directing writ of capias to issue	11	5
Writ of capias	11	6
Marshal's return	11	6
Appearance bond	12	6
Qualification of sureties	13	7
Order overruling motion to quash	14	8
Order overruling motion to compel plaintiff to elect, &c	14	8
Arraignment and plea of not guilty	14	8
Order beginning trial	15	9
Order continuing trial	16	9
Order continuing trial	17	10
Order continuing trial	18	10
Order continuing trial	19	10
Order discharging defendant as to fifth and sixth counts	20	11
Order to keep jury together and continuing trial	20	11
Order concluding trial	22	11
Verdict as to certain counts and mistrial as to others	22	11
Order beginning second trial	23	12
Order continuing second trial	25	12
Order continuing second trial	26	13
Verdict	27	13

JUDD & DETWEILER, PRINTERS. WASHINGTON, D. C., DECEMBER 22, 1896.

ROUGH POOR COPY

	Original.	Print.
Order reserving motion for new trial	28	14
Order overruling motion for new trial	29	14
Judgment and sentence	29	14
Opinion on motion for new trial	31	15
Order allowing bill of exceptions	39	17
Bill of exceptions	40	18
Evidence for the Government	40	18
Testimony of Wm. Anderson	40	18
Peter Finley	73	37
H. W. Laughlin	93	46
A. A. Finley	100	50
J. J. Murphy	107	54
Isaac Bloodson	113	57
Mrs. Fidee Snyder	137	70
Miss Anna Snyder	145	74
B. J. Copely	153	78
Joshua Haynes	164	84
Doc Anderson	182	93
Hannah Anderson	186	96
C. Q. Harris	191	99
Doc Anderson (recalled)	198	102
W. M. Ragsdale	200	103
Government rests	220	113
Evidence for defendant	220	113
Testimony of Lowry W. Humes	221	113
W. G. Franklin	265	136
Cornelius Sanderlin	296	152
W. Y. C. Humes	312	160
Defendant rests	330	170
Evidence for the Government in rebuttal	330	170
Testimony of Samuel Green	330	170
Charge of the court	335	172
Amendment to charge	362	172
Affidavit of Lavinia Boyd	363	182
Calvin Reed	367	184
J. M. Marsh	370	186
G. H. Purcell	373	187
L. W. Humes	378	190
Statement of grounds for new trial	380	191
Judge's certificate to bill of exceptions	389	194
Order granting writ of error, &c	390	195
Petition for writ of error	392	195
Assignment of errors	393	196
Writ of error	405	200
Citation and acknowledgment of service	406	201
Order granting supersedeas and admitting defendant to bail	407	201
Supersedeas bond	409	202
Power of attorney from Milton Humes to John H. Sheffey	411	203
Clerk's certificate	413	204
Judge's certificate	413	204

BLEED THROUGH

1 UNITED STATES OF AMERICA,
Western Division of the Western District of Tennessee.

Transcript.

In the Circuit Court of the United States within and for the Western Division of the Western District of Tennessee, in the Sixth Judicial Circuit Thereof.

Proceedings had in said court at a regular term thereof begun and held for its May and November terms, A. D. 1895, at the United States court-house, in the city of Memphis, in said district, in the following cause, to wit:

THE UNITED STATES, Plaintiff,
vs.
LOWERY W. HUMES, Defendant. } No. 1982.

Chas. B. Simonton, U. S. attorney at Memphis, for the plaintiff.
Ganit & Patterson, Memphis, Tennessee; James M. Greer, Memphis, Tennessee, attorneys for defendant.

2 UNITED STATES OF AMERICA,
Western District of Tennessee.

In the Circuit Court of the United States within and for the Western Division of said District, in the Sixth Judicial Circuit of the United States, May Term, A. D. 1895.

The grand jurors of the United States within and for the western division of the western district of Tennessee, in said sixth judicial circuit, duly elected, empanneled, sworn, and charged to enquire within and for said division of the district aforesaid, in said circuit, upon their oaths present that Lowry W. Humes, yeoman, of the county of Shelby and State of Tennessee, and late of the circuit and district aforesaid, on, to wit, the first day of April, A. D. 1895, in the county of Shelby aforesaid and State of Tennessee, and in the circuit and the western division of the district aforesaid, to wit, at Memphis, in said county and within the jurisdiction of this court, unlawfully, with force and arms, did wrongfully withhold from William Anderson a large sum of money, to wit, $486.40, the same then and there being part of a pension allowed and due by the United States to the said William Anderson, and the said Lowry W. Humes then and there being an agent for and a person instrumental in prosecuting a claim of said William Anderson for the pension aforesaid, contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

3 II.

And the grand jurors of the United States aforesaid within and for the western division of the western district of Tennessee, in said

SH POOR COPY

sixth judicial circuit, duly elected, empanneled, sworn, and charged to enquire within and for said division of the district aforesaid, in said circuit, upon their oaths further present that the said Lowry W. Humes, yeoman, of the county of Shelby and State of Tennessee, and late of the circuit and district aforesaid, on, to wit, the first day of April, A. D. 1895, in the county of Shelby aforesaid and State of Tennessee, and in the circuit and the western division of the district aforesaid, to wit, at Memphis, in said county and within the jurisdiction of this court, being then and there an agent and attorney for and a person instrumental in prosecuting a certain claim for William Anderson for a pension from the United States, unlawfully did demand, receive, and retain from the said William Anderson, for the services and instrumentality of him, the said Lowry W. Humes, in prosecuting the claim last aforesaid, a greater compensation than $25.00, to wit, the sum of $486.40, contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

4 III.

And the grand jurors of the United States aforesaid within and for the western division of the western district of Tennessee, in said sixth judicial circuit, duly elected, empanneled, sworn, and charged to enquire within and for said division of the district aforesaid, in said circuit, upon their oaths further present that the said Lowry W. Humes, yeoman, of the county of Shelby and State of Tennessee, and late of the circuit and district aforesaid, on, to wit, the first day of April, A. D. 1895, in the county of Shelby aforesaid and State of Tennessee, and in the circuit and the western division of the district aforesaid, to wit, at Memphis, in said county, and within the jurisdiction of this court, unlawfully did wrongfully withhold from one Isaac Bloodson a large sum of money, to wit, the sum of $517.20, the same then and there being part of a pension allowed and due by the United States to the said Isaac Bloodson, and the said Lowry W. Humes then and there being an agent for and a person instrumental in prosecuting a claim of said Isaac Bloodson for the pension aforesaid, contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

5 IV.

And the grand jurors of the United States aforesaid within and for the western division of the western district of Tennessee, in said sixth judicial circuit, duly elected, empanneled, sworn, and charged to enquire within and for said division of the district aforesaid, in said circuit, upon their oaths further present that the said Lowry W. Humes, yeoman, of the county of Shelby and State of Tennessee, and late of the circuit and district aforesaid, on, to wit, the first day of April, A. D. 1895, in the county of Shelby aforesaid and State of Tennessee, and in the circuit and the western division of the

BLEED THROUGH

district aforesaid, to wit, at Memphis, in said county and within the jurisdiction of this court, being then and there an agent and attorney for and a person instrumental in prosecuting a certain claim for Isaac Bloodson for a pension from the United States, unlawfully did demand, receive, and retain from the said Isaac Bloodson for the services and instrumentality of him, the said Lowry W. Humes, in prosecuting the claim last aforesaid, a greater compensation than $25.00, to wit, the sum $517.20, contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

6 V.

And the grand jurors of the United States aforesaid within and for the western division of the western district of Tennessee, in said sixth judicial circuit, duly elected, empanneled, sworn, and charged to enquire within and for said division of the district aforesaid, in said circuit, upon their oaths further present that the said Lowry W. Humes, yeoman, of the county of Shelby and State of Tennessee, and late of the circuit and district aforesaid, on, to wit, the first day of April, A. D. 1895, in the county of Shelby aforesaid and State of Tennessee, and in the circuit and the western division of the district aforesaid, to wit, at Memphis, in said county and within the jurisdiction of this court, did wrongfully withhold from one Ann Galloway a large sum of money, to wit, the sum of $120.13, the same then and there being part of a pension allowed and due by the United States to the said Ann Galloway, and the said Lowry W. Humes then and there being an agent for and a person instrumental in prosecuting a claim of said Ann Galloway for the pension aforesaid, contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

7 VI.

And the grand jurors of the United States aforesaid within and for the western division of the western district of Tennessee, in said sixth judicial circuit, duly elected, empanneled, sworn, and charged to enquire within and for said division of the district aforesaid, in said circuit, upon their oaths further present that the said Lowry W. Humes, yeoman, of the county of Shelby and State of Tennessee, and late of the circuit and district aforesaid, on, to wit, the first day of April, A. D. 1895, in the county of Shelby aforesaid and State of Tennessee, and in the circuit and the western division of the district aforesaid, to wit, at Memphis, in said county and within the jurisdiction of this court, being then and there an agent and attorney for and a person instrumental in prosecuting a certain claim for Ann Galloway for a pension from the United States, unlawfully did demand, receive, and detain from the said Ann Galloway for the services and instrumentality of him, the said Lowry W. Humes, in prosecuting the claim last aforesaid, a greater compensation than $25.00, to wit, the sum of $120.13, contrary to the form of the statute

H POOR COPY

in such case made and provided and against the peace and dignity of the United States.

8 VII.

And the grand jurors of the United States aforesaid within and for the western division of the western district of Tennessee, in said sixth judicial circuit, duly elected, empanneled, sworn, and charged to enquire within and for said division of the district aforesaid, in said circuit, upon their oaths further present that the said Lowry W. Humes, yeoman, of the county of Shelby and State of Tennessee, and late of the circuit and district aforesaid, on, to wit, the first day of April, A. D. 1895, in the county of Shelby aforesaid and State of Tennessee, and in the circuit and the western division of the district aforesaid, to wit, at Memphis, in said county and within the jurisdiction of this court, unlawfully did wrongfully withhold from one Joshua Haynes a large sum of money, to wit, the sum of $116.00, the same then and there being part of a pension allowed and due by the United States to the said Joshua Haynes, and the said Lowry W. Humes then and there being an agent for and a person instrumental in prosecuting a claim of said Joshua Haynes for the pension aforesaid, contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

9 VIII.

And the grand jurors of the United States aforesaid within and for the western division of the western district of Tennessee, in said sixth judicial circuit, duly elected, empanneled, sworn, and charged to enquire within and for said division of the district aforesaid, in said circuit, upon their oaths further present that the said Lowry W. Humes, yeoman, of the county of Shelby and State of Tennessee, and late of the circuit and district aforesaid, on, to wit, the first day of April, A. D. 1895, in the county of Shelby aforesaid and State of Tennessee, and in the circuit and the western division of the district aforesaid, to wit, at Memphis, in said county and within the jurisdiction of this court, being then and there an agent and attorney for and a person instrumental in prosecuting a certain claim for Joshua Haynes for a pension from the United States, unlawfully did demand, receive, and detain from the said Joshua Haynes for the services and instrumentality of him, the said Lowry W. Humes, in prosecuting the claim last aforesaid, a greater compensation than $25.00, to wit, the sum of $116.00, contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

10 IX.

And the grand jurors of the United States aforesaid within and for the western division of the western district of Tennessee, in said sixth judicial circuit, duly elected, empanneled, sworn, and charged to enquire within and for said division of the district afore-

BLEED THROUGH

said, in said circuit, upon their oaths further present that the said Lowry W. Humes, yeoman, of the county of Shelby and State of Tennessee, and late of the circuit and district aforesaid, on, to wit, the first day of April, A. D. 1895, in the county of Shelby aforesaid and State of Tennessee, and in the circuit and the western division of the district aforesaid, to wit, at Memphis, in said county and within the jurisdiction of this court, did wrongfully withhold from one Whitfield Prior a large sum of money, to wit, the sum of $15.80, the same then and there being part of a pension allowed and due by the United States to the said Whitfield Prior, and the said Lowry W. Humes then and there being an agent for and a person instrumental in prosecuting a claim of said Whitfield Prior for the pension aforesaid, contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

J. A. TAYLOR,
U. S. District Attorney for Western District of Tennessee.

[Endorsed:] No. 1982. Circuit court of the United States, western district of Tennessee, western division. The United States *vs.* Lowry W. Humes. Indictment for withholding pension money. Violation of sections — of United States Revised Statutes. Witnesses: William Anderson, Istha Finlay, Isaac Bloodson, Fides Schneider, Joshua Haynes, Ann Galloway, Lula Galloway, Whitfield Pryor. Sworn to give evidence before the grand jury on this indictment this 29 day of May, A. D. 1895. J. M. Henochsberg, foreman of the grand jury. A true bill. J. M. Henochsberg, foreman of the grand jury. Returned into open court by the grand jury and filed this 31 day of May, A. D. 1895. J. B. Clough, clerk; —— ——, D. C.

11 UNITED STATES OF AMERICA,
Western Division of the Western District of Tennessee.

At Memphis, in the circuit court of the United States within and for the said western division of the western district of Tennessse, in the sixth judicial circuit thereof.

Proceedings had in said court at a regular term thereof began and held for its May term, A. D. 1895, at the United States courthouse, in the city of Memphis, in said district, on, to wit, the 31st day of May, A. D. 1895, in the following cause, to wit:

THE UNITED STATES, Plaintiff,
vs.
LOWREY W. HUMES, Defendant. } No. 1982.

This day came the district attorney and announced to the court that the grand jury were waiting to report; whereupon came the grand jury in a body into open court and presented to the court the following indictment, endorsed "a true bill" and signed by the foreman of the grand jury, viz, No. 1982, The United States *vs.* Lowrey W. Humes, indictment for violating the laws by with-old-

H POOR COPY

ing pension money, and the clerk is hereby directed to properly file and docket the said indictment according to the practice of the court, and on motion of the district attorney it is hereby ordered by the court that the usual writ of capias issue in the foregoing case, returnable to the next term of the court, and that said case be, and it is hereby, continued.

Whereupon the following capias writ was issued:

The President of the United States to the marshal of the western district of Tennessee, Greeting:

You are hereby commanded to take the body of Lowrey W. Humes, if to be found in your district, and him safely keep, so that you have him before the judges of the circuit court of the United States, at a term of said court to be held for the western division of the district aforesaid, at the court-house, in the city of Memphis, on the fourth Monday in November, A. D. 1895, then and there to answer the United States on a bill of indictment against him for violation of the laws of the United States by unlawfully with-oldin-pension money. Herein fail not, and have you then and there this writ.

Witness the Hon. Melville W. Fuller, Chief Justice of the Supreme Court of the United States, and the seal of said [SEAL.] circuit court the 31st day of May, A. D. 1895, and 119th year of American Independence.

JOHN B. CLOUGH, *Clerk.*

Marshal's Return.

This writ came to hand on the day of its issuance and was executed by arresting the said defendant and taking him before U. S. Commissioner J. B. Clough, at Memphis, Tennessee, on the fifth day of June, A. D. 1895, where he gave bond for his appearance before the court.

J. A. MUNSON,
U. S. Marshal,
By —— ——,
Deputy Marshal.

Returned and filed in court on the day and date last aforesaid, at Memphis, Tennessee.

JOHN B. CLOUGH, *Clerk.*

12 UNITED STATES OF AMERICA, }
Western District of Tennessee, Western Division. }

Know all men by these presents that we, Lowry W. Humes, as principal, and W. Y. C. Humes and J. W. Allison, as sureties, acknowledge ourselves to owe and be indebted unto the United States of America in the sum of ten hundred dollars, to be levied of our proper goods and chattels, lands and tenements, to the use of the United States, but to be void if the said principal do well and

BLEED THROUGH

truly make his personal appearance before the circuit court of the United States for the western division of the western district of Tennessee, at the Federal court-room of the Government building, in the city of Memphis, Tennessee, on the fourth Monday in November next, A. D. 1895, that being the first day of the regular November term thereof, then and there to answer the United States on a charge against him for violation of the laws of the United States by unlawfully withholding pension money, and continue in attendance at said term of said court from day to day until discharged, and abide the decision of the said court in the premises.

Witness our hands and seals this fifth day of June, A. D. 1895.

L. W. HUMES. [SEAL.]
W. Y. C. HUMES. [SEAL.]
JO. W. ALLISON. [SEAL.]
—— ——. [SEAL.]

Signed, sealed, and acknowledged before me, at Memphis, Tennessee, and approved by me this fifth day of June, A. D. 1895.

J. B. CLOUGH,
Commissioner of the Circuit Courts of the United States for said Western District of Tennessee.

[Endorsed:] No. 1982. U. S. circuit court, western division of the western district of Tennessee. The United States *vs.* Lowery W. Humes. Appearance bond to November term, A. D. 1895. Dated at Memphis, Tenn., June 5, A. D. 1895. Filed at Memphis, Tenn., June 5, 1895. John B. Clough, clerk, by —— ——, D. C.

13 UNITED STATES OF AMERICA,
Western District of Tennessee.

This day personally appeared before the undersigned, one of the commissioners of the circuit courts of the United States for said western district of Tennessee, J. W. Allison, one of the sureties on the bail bond herein, who, being by me first duly sworn according to law, makes oath and says that he is a resident of the western district of Tennessee and of the county hereinafter named, and is worth the sum of five thousand dollars in unencumbered real and personal property, in his own name and right, over and above his legal debts and liabilities and exemptions and subject to execution under the laws of the State of Tennessee; that said property is situate in Memphis, in the — civil district of the county of Shelby and State of Tennessee, in said district, and described as follows.

JO. W. ALLISON.

Subscribed and sworn to before me this 5 day of June, A. D. 1895.

J. B. CLOUGH,
Commissioner of the Circuit Courts of the United States for said District.

GH POOR COPY

[Endorsed:] No. 1982. The United States of America, western district of Tennessee. The United States *vs.* L. W. Humes. Qualification of surety on bail bond. Filed with the bond 5 day of June, A. D. 1895. J. B. Clough, clerk, by —— ——, deputy.

UNITED STATES OF AMERICA,
Western District of Tennessee.

This day personally appeared before the undersigned, one of the commissioners of the circuit courts of the United States for said western district of Tennessee, W. Y. C. Humes, one of the sureties on the bail bond herein, who, being by me first duly sworn according to law, makes oath and says that he is a resident of the western district of Tennessee and of the county hereinafter named, and is worth the sum of five thousand dollars in unencumbered real and personal property, in his own name and right, over and above his legal debts and liabilities and exemptions and subject to execution under the laws of the State of Tennessee; that said property is situate in Memphis, in the — civil district of the county of Shelby and State of Tenneesee, in said district, and described as follows.

W. Y. C. HUMES.

Subscribed and sworn to before me this 5 day of June, A. D. 1895.

J. B. CLOUGH,
Commissioner of the Circuit Courts of the United States for said District.

[Endorsed:] No. 1982. The United States of America, western district of Tennessee. The United States *vs.* L. W. Humes. Qualification of surety on bail bond. Filed with the bond 5 day of June, A. D. 1895. J. B. Clough, clerk, by —— ——, deputy.

14 UNITED STATES OF AMERICA,
Western Division of the Western District of Tennessee.

In the Circuit Court of the United States within and for the Western Division of the Western District of Tennessee, in the Sixth Judicial Circuit Thereof.

Proceedings had in said court at a regular term thereof begun and held for its November term, A. D. 1895, at the United States court-house, in the city of Memphis, in said district, on, to wit, the 26th day of November, A. D. 1895, in the following cause, to wit:

THE UNITED STATES, Plaintiff,
vs.
LOWRY W. HUMES, Defendant. } No. 1982.

Came the district attorney, on behalf of the United States, and the said defendant in his own proper person, accompanied by his attorneys, when the said defendant, by his attorneys, moved the

BLEED THROUGH

court to quash the indictment herein; which motion, for satisfactory reasons, is hereby overruled; and thereupon the said defendant, by his attorneys, moved the court to compel the United States to elect some one of the offenses charged in the indictment herein on which to put defendant now upon his trial; which motion, for satisfactory reasons to the court appearing, is hereby overruled.

15 Thereupon the said defendant, being duly arraigned at the bar of this court in this behalf, for plea says he is not guilty in manner and form as herein charged against him. Whereupon, on motion of the district attorney, it is ordered that a jury do come; and thereupon came a jury of good and lawful men, to wit, A. F. Davis, R. B. Fanning, J. T. Long, J. A. Ferguson, Hugh A. Banks, T. J. Mann, John A. Johnson, W. H. Allen, R. H. Vance, W. J. Chase, J. D. Huhn, and E. E. Gorge, who were duly elected, empanelled, tried, and sworn well and truly to try the issue herein joined and of the said defendant a good deliverance make and a true verdict render according to the law and the evidence, when the trial of this case was begun, and, there not being sufficient time to conclude the same today, the further consideration thereof is hereby postponed until tomorrow.

16 UNITED STATES OF AMERICA,
Western Division of the Western District of Tennessee.

In the Circuit Court of the United States within and for the Western Division of the Western District of Tennessee, in the Sixth Judicial Circuit Thereof.

Proceedings had in said court at a regular term thereof begun and held for its November term, A. D. 1895, at the United States court-house, in the city of Memphis, in said district, on, to wit, the 27th day of November, A. D. 1895, in the following cause, to wit:

THE UNITED STATES, Plaintiff,
vs.
LOWRY W. HUMES, Defendant. } No. 1982.

Came again the district attorney, on behalf the United States, and the said defendant in his own proper person, accompanied by his attorneys, and came also the jury empanelled and sworn herein on yesterday, when the trial of this case was resumed, and, there not being time to complete this trial today, its further consideration is hereby postponed until tomorrow morning.

17 UNITED STATES OF AMERICA,
Western Division of the Western District of Tennessee.

In the Circuit Court of the United States within and for the Western Division of the Western District of Tennessee, in the Sixth Judicial Circuit Thereof.

Proceedings had in said court at a regular term thereof begun and held for its November term, A. D. 1895, at the United States

SH POOR COPY

court-house, in the city of Memphis, in said district, on, to wit, the 28th day of November, A. D. 1895, in the following cause, to wit:

THE UNITED STATES, Plaintiff,
vs.
LOWRY W. HUMES, Defendant. } No. 1982.

Came again the district attorney, on behalf of the United States, and the said defendant in his own proper person, accompanied by his attorneys, and came again also the jury empanelled and sworn herein, when the trial of this case was again resumed, and, there not being time to complete the same today, its further consideration is hereby postponed until tomorrow morning.

18 UNITED STATES OF AMERICA,
Western Division of the Western District of Tennessee.

In the Circuit Court of the United States within and for the Western Division of the Western District of Tennessee, in the Sixth Judicial Circuit Thereof.

Proceedings had in said court at a regular term thereof begun and held for its November term, A. D. 1895, at the United States court-house, in the city of Memphis, in said district, on, to wit, the 29 day of November, A. D. 1895, in the following cause, to wit:

THE UNITED STATES, Plaintiff,
vs.
LOWRY W. HUMES, Defendant. } No. 1982.

Came again the district attorney, on behalf of the United States, and the said defendant in his own proper person, accompanied by his attorneys, and came again also the jury heretofore sworn and empanelled herein, when the trial of this case was again resumed, and, there not being time to complete the same today, its further consideration is hereby postponed until tomorrow morning.

19 UNITED STATES OF AMERICA,
Western Division of the Western District of Tennessee.

In the Circuit Court of the United States within and for the Western Division of the Western District of Tennessee, in the Sixth Judicial Circuit Thereof.

Proceedings had in said court at a regular term thereof begun and held for its November term, A. D. 1895, at the United States court-house, in the city of Memphis, in said district, on to wit, the 30th day of November, A. D. 1895, in the following cause, to wit:

THE UNITED STATES, Plaintiff,
vs.
LOWRY W. HUMES, Defendant. } No. 1982.

Came again the district attorney, on behalf of the United States, and the said defendant in his own proper person, accompanied by

BLEED THROUGH

his attorneys, and came again also the jury heretofore empanelled and sworn herein, when the trial of this case was again resumed, and, there not being time to complete this trial today, its further consideration is hereby postponed until next Monday.

20 UNITED STATES OF AMERICA,
Western Division of the Western District of Tennessee.

In the Circuit Court of the United States within and for the Western Division of the Western District of Tennessee, in the Sixth Judicial Circuit Thereof.

Proceedings had in said court at a regular term thereof begun and held for its November term, A. D. 1895, at the United States court-house, in the city of Memphis, in said district, on, to wit, the 2d day of December, A. D. 1895, in the following cause, to wit:

THE UNITED STATES, Plaintiff,
vs.
LOWRY W. HUMES, Defendant. } No. 1982.

Came again the district attorney, on behalf the United States, and the said defendant in his own proper person, accompanied by his attorneys, and came again also the jury heretofore empanelled herein, when the district — announces to the court that he is unwilling to prosecute the said defendant further on the fifth and sixth counts of the indictment herein, and it is therefore hereby ordered by the court that said defendant be discharged as to said fifth and sixth counts; and it is hereby further ordered by the court, for satisfactory reasons to the court appearing, the jury in this
21 case be kept together and boarded and lodged at the expense of the United States during the further consideration of this case; and thereupon the further consideration of this case was resumed, and, there not being time to complete the trial thereof today, its further consideration is hereby postponed until tomorrow.

22 UNITED STATES OF AMERICA,
Western Division of the Western District of Tennessee.

In the Circuit Court of the United States within and for the Western Division of the Western District of Tennessee, in the Sixth Judicial Circuit Thereof.

Proceedings had in said court at a regular term thereof begun and held for its November term, A. D. 1895, at the United States court-house, in the city of Memphis, in said district, on, to wit, the 3d day of December, A. D. 1895, in the following cause, to wit:

THE UNITED STATES, Plaintiff,
vs.
LOWRY W. HUMES, Defendant. } No. 1982.

Came again the district attorney, on behalf of the United States, and the said defendant in his own proper person, accompanied by

SH POOR COPY

his attorneys, and came again also the jury heretofore sworn and empanelled herein, when this trial was again resumed, and the jury, having heard the testimony, listened to the arguments of counsel, and received the charge of the court, upon their oaths do say they find the said defendant not guilty in manner and form as in the second, fourth, eighth, and ninth counts of the indictment in this case, and that they are not able to agree upon the issues joined herein upon the first, third, and seventh counts of the said indictment, as to which said last-named three counts a mistrial is hereby accordingly entered.

23 UNITED STATES OF AMERICA.
Western Division of the Western District of Tennessee.

In the Circuit Court of the United States within and for the Western Division of the Western District of Tennessee, in the Sixth Judicial Circuit Thereof.

Proceedings had in said court at a regular term thereof begun and held for its November term, A. D. 1895, at the United States court-house, in the city of Memphis, in said district, on, to wit, the 9th day of December, A. D. 1895, in the following cause, to wit:

THE UNITED STATES, Plaintiff,
vs. } No. 1982.
LOWRY W. HUMES, Defendant.

Came again the district attorney, on behalf of the United States, and the said defendant in his own proper person, accompanied by his attorneys, when, on motion of the district attorney, it is ordered that a jury do come; and thereupon came a jury of good and lawful men, to wit, William Porter, L. M. Dean, R. H. Morgan, J. H. Shepherd, J. J. Heinrich, R. A. Spicer, J. H. Morris, J. P. Moses, V. Kimbro, George D. Green, G. W. Farrar, and James Degnum, who were duly elected, empanelled, tried, and sworn well and truly to try the issue herein joined and of the said defendant a good deliverance make and a true verdict render according to the law and the
24 evidence, when the trial of this case was commenced, and, there not being time to conclude the same today, its further consideration is hereby postponed until tomorrow; and, for satisfactory reasons to the court appearing, it is hereby ordered by the court that during the trial of this case the jury be kept together, and boarded and lodged at the expense of the United States.

25 UNITED STATES OF AMERICA,
Western Division of the Western District of Tennessee.

In the Circuit Court of the United States within and for the Western Division of the Western District of Tennessee, in the Sixth Judicial Circuit Thereof.

Proceedings had in said court at a regular term thereof begun and held for its November term, A. D. 1895, at the United States

BLEED THROUGH

court-house, in the city of Memphis, in said district, on, to wit, the 10th day of December, A. D. 1895, in the following cause, to wit:

THE UNITED STATES, Plaintiff,
vs.
LOWRY W. HUMES, Defendant. } No. 1982.

Came again the district attorney, on behalf of the United States, and the said defendant in his own proper person, accompanied by his attorneys, and came again the jury heretofore empanelled and sworn herein on yesterday, when this trial was again resumed, and, there not being sufficient time to complete the same today, its further consideration is postponed until tomorrow.

26 UNITED STATES OF AMERICA,
Western Division of the Western District of Tennessee.

In the Circuit Court of the United States within and for the Western Division of the Western District of Tennessee, in the Sixth Judicial Circuit Thereof.

Proceedings had in said court at a regular term thereof begun and held for its November term, A. D. 1895, at the United States court-house, in the city of Memphis, in said district, on, to wit, the 11th day of December, A. D. 1895, in the following cause, to wit:

THE UNITED STATES, Plaintiff,
vs.
LOWRY W. HUMES, Defendant. } No. 1982.

Came again the district attorney, on behalf of the United States, and the said defendant in his own proper person, accompanied by his attorneys, and came again also the jury heretofore last empanelled and sworn herein, when this trial was again resumed, and, there not being time to complete the same today, *is* further consideration is hereby postponed until tomorrow morning.

27 UNITED STATES OF AMERICA,
Western Division of the Western District of Tennessee.

In the Circuit Court of the United States within and for the Western Division of the Western District of Tennessee, in the Sixth Judicial Circuit Thereof.

Proceedings had in said court at a regular term thereof begun and held for its November term, A. D. 1895, at the United States court-house, in the city of Memphis, in said district, on, to wit, the 12th day of December, A. D. 1895, in the following cause, to wit:

SH POOR COPY

THE UNITED STATES, Plaintiff,
vs.
LOWRY W. HUMES, Defendant. } No. 1982.

Came again the district attorney, on behalf of the United States, and the said defendant in his own proper person, accompanied by his attorneys, and came again also the jury heretofore empanelled and sworn herein, when the trial of this case was again resumed, and the jury, having heard the testimony, listened to the arguments of counsel, and received the charge of the court, upon their oaths do say they find the defendant, Lowry W. Humes, guilty in manner and form as charged in counts numbers one and three of the indictment herein and not guilty in manner and form as charged in the seventh count of the indictment herein;
28 whereupon the said defendant, by his attorneys, moves the court for a new trial herein; which said motion is reserved for argument and consideration to a future day.

29 UNITED STATES OF AMERICA,
Western Division of the Western District of Tennessee.

In the Circuit Court of the United States within and for the Western Division of the Western District of Tennessee, in the Sixth Judicial Circuit Thereof.

Proceedings had in said court at a regular term thereof begun and held for its November term, A. D. 1895, at the United States courthouse, in the city of Memphis, in said district, on, to wit, the 6th day of January, A. D 1896, in the following cause, to wit:

THE UNITED STATES, Plaintiff,
vs.
LOWRY W. HUMES, Defendant. } No. 1982.

Came again the district attorney, on behalf of the United States, and the said defendant in his own proper person, accompanied by his attorneys, when this case came on for decision upon the defendant's motion for a new trial heretofore made and entered herein, and the same, having been argued by counsel and considered by the court, is hereby denied and overruled. On motion of the district attorney for sentence upon the said verdict, it is therefore hereby ordered and considered by the court that for said offence the said defendant be imprisoned at hard labor in the Ohio pen-
30 itentiary, at Columbus, in the State of Ohio, for the term of two years from this date, that penitentiary in such behalf having been designated by the Attorney General of the United States as prescribed by law, and that said defendant be fined the sum of five hundred dollars for the use of the United States, and pay the costs of this prosecution, and that he stand committed until said fine and costs are paid.

BLEED THROUGH

31 *Opinion on Motion for a New Trial.*

Filed Jan'y 6, 1896.

Circuit Court of the United States, Western District of Tennessee.

THE UNITED STATES
vs.
LOWRY W. HUMES. } No. 1982.

CLARK, *J.:*

I have considered the various grounds urged in support of the motion for a new trial, and I may as well in the outset dispose of the affidavits offered in support thereof. Passing by any question as to the sufficiency of the reasons offered for not introducing this proof on the trial, I think that the testimony indicated in these affidavits is merely cumulative, and that the affidavits being *ex parte*, and the defendant thereby enabled to obtain from the witnesses the strongest possible statements and one unaffected by cross-examination, the proof, if it could be made as disclosed by these affidavits, is not important and could have but little, if any, possible effect upon the case in view of the proof already in. The first ground assigned as an objection to the charge I do not think is well taken. There was no request for any additional instruction, and there was, in my opinion, no basis in the proof for such in-
32 struction and no state of facts to which it would have been applicable. In regard to the second objection to the charge, the court expressed to the jury the opinion that upon defendant's own testimony he was instrumental in the prosecution of the pension so far as to make him liable, but left the jury free to find the fact. I am unable to think now that there was any controversy whatever over this proposition, considered with reference to the proof in the case. There was no contention in the argument as to whether the defendant was agent or attorney, but only whether he was instrumental. In regard to the third objection, I think it was proper to direct the minds of the jury to the contention of each side about the disputed check, which was done, and leave the jury to pass upon the really disputed fact in the case. When the charge is taken as a whole, I think it was full in this respect and fair to the defendant. As to the fourth objection, I do not think it was error for the court to have left that instruction as given, but out of abundant caution the jury was recalled and the instruction in this respect withdrawn from them in such way that it could not have possibly hurt the defendant.
33 The fifth ground I do not think is well taken. The correctness of the instruction is not to be determined by any isolated sentence or clause in the charge, and when all that was said upon that subject is considered I think the instruction is not subject to objection, and the same remark applies to the sixth ground assigned. Respecting the seventh criticism, I think what is said was not subject to objection and no request for further in-

GH POOR COPY

struction was made by the defendant. The eighth objection covers a portion of the charge distinctly intended to be in the interest of the defendant. The fact that an intelligent man, as the defendant is, undertaking to cheat these ignorant old pensioners would have been so bold and defiant as to have taken and appropriated to himself not merely a part, but almost the whole, of all that was coming to them was a circumstance which rendered the transaction somewhat unreasonable, and the attention of the jury was directed to this as a circumstance in the defendant's favor and to that extent against the reasonableness of the testimony of the pensioners. As the instruction does not misstate the facts and suggests no inference from it, except such as would be in the defendant's favor (as
34 it was designed to be), there is, in my opinion, nothing in this to which the defendant can except. The ninth objection to the charge is again to a part of the instructions in the interest of the defendant. It is not to be doubted that the jury properly understood that the court meant for them in considering the testimony of the pensioners who were witnesses to look to the fact that they were ignorant, and that their powers to correctly understand or communicate facts was somewhat limited, and that this was a minor matter is hardly to be doubted, because the facts about which they were testifying were of easy comprehension, and their liability to be mistaken or misunderstand the facts was very slight. With regard to the tenth error assigned, no request was made upon this point, and the failure to say more than was said I do not think a valid ground of objection. The eleventh and twelfth grounds urged are overruled, as, I think, the jury was warranted in finding as they have done. The argument of the defendant's eminent counsel apparently proceeds upon the general idea that the court is without the right to state and comment upon the evidence and mention the
35 testimony of some witnesses, unless all of the evidence is stated and the testimony of all the witnesses referred to. It is well settled otherwise, however, by many cases. Starr *v.* U. S., 153 U. S., 614; Haines *v.* McLaughlin, 135 U. S., 584; Simmons *v.* United States, 142 U. S., 148; California Ins. Co. *v.* U. S. Compress Co., 133 U. S., 387; Williams *v.* Conger, 125 U. S., 397; U. S. *v.* Phila. R. R. Co., 123 U. S., 113; Rucker *v.* Wheeler, 127 U. S., 85; Lovejoy *v.* U. S., 128 U. S., 171; Charter Oak Life Ins. Co. *v.* Rodel, 95 U. S., 232; Eastern Transportation Line *v.* Hope, 95 U. S., 297; Gaines *v.* Dunn, 14 Pet., 322; Tracey *v.* Swartwout, 10 Pet., 80; McLanahan *v.* Universal Ins. Co., 1st Pet., 170.

Any extended discussion of the evidence is not necessary for the purpose of this motion, if, indeed, it would be entirely proper to do so. In reply to the argument that the verdict is not supported by the evidence, it may be that, or two general observations may be made:

1. The proposition that these old colored men could have received more than $500, a sum quite unusual to men of their race and condition, and have concealed the fact from everybody that they had received more than fifty dollars, and promptly have stated
36 on all occasions and adhered to the statement that they had

BLEED THROUGH

received only fifty dollars, or that they would have deliberately planned and carried out a scheme or conspiracy to do so as against the defendant, is utterly incredible in view of their well-known nature and habits of confidence in and communication with everybody in respect to themselves and whatever concerns them.

2. It is to be noticed that Mr. Humes, the defendant, and the testimony which supports him clearly tends to show that the whole of the Anderson check was paid early in October, say the 8th, if paid at all, as Mr. Humes says, and this was defendant's contention throughout. Now, if this was true and such was the state of facts when Mr. Finley and Mr. Laughlin called on Mr. Humes afterward, in the latter part of October, it is difficult, indeed, to understand why Mr. Humes in answer to their inquiries did not simply say that the whole of the amount coming to Anderson had been paid to him and state the facts. There then existed no accusation against him and no motive or occasion for being otherwise than
37 plain and direct about the matter. Mr. Humes does not deny the fact that they called on him and that he had a conversation with them, and Mr. Humes says, in substance, that Laughlin and Finley misunderstood him; that he told them there was due Anderson about five hundred and fifty dollars, and the question of whether it was all that was due him was not discussed. The question is, if the check for Anderson's pension had been previously paid to him on the 8th of October, why did Mr. Humes make any such reply to these gentlemen as he now says he made? Why did he not simply say that the amount of his pension had been paid to him or the check turned over to him in the early part of the same month? The transaction, as he gives it, was recent, only about twenty days previous, and it seems almost incredible that he should have gotten it or failed to refer to the fact of the amount or approximate amount of the pension, and that it had been paid to Anderson already. These points were pressed to the jury with great force by the Government's counsel, and it is not difficult to suppose
38 they made a deep impression. So the motion for a new trial is overruled. This is a case in which, under a recent act of Congress, the defendant may prosecute a writ of error to Supreme Court of the United States in view of the sentence which the court thinks it necessary and proper to give in such cases.

Claasen *v.* United States, 140 U. S., 200.
Hudson *v.* Parker, 156 U. S., 277.
See rule 36, 139 U. S., 706.

39 UNITED STATES OF AMERICA,
Western Division of the Western District of Tennessee.

In the Circuit Court of the United States within and for the Western Division of the Western District of Tennessee, in the Sixth Judicial Circuit Thereof.

Proceedings had in said court at a regular term thereof begun and held for its November term, A. D. 1895, at the United States

GH POOR COPY

court-house, in the city of Memphis, in said district, on, to wit, the 6th day of January, A. D. 1896, in the following cause, to wit:

THE UNITED STATES, Plaintiff,
vs.
LOWRY W. HUMES, Defendant. } No. 1982.

This day came again the district attorney, on behalf of the United States, and the said defendant in his own proper person, accompanied by his attorneys, when the said defendant tendered to the court his bill of exceptions in this case; which said bill of exceptions, upon motion of the said defendant, by his attorneys, — ordered to be made a part of the record herein, and is accordingly duly signed, sealed, and allowed this day in open court.

40 *Bill of Exceptions.*

Filed January 6, 1896.

Circuit Court of the United States, Western District of Tennessee.

THE UNITED STATES
vs.
LOWRY W. HUMES. } No. 1982.

On the trial of this cause before his honor C. D. Clark, judge, &c., and a jury, the following was all the evidence-in-chief offered by the Government:

WILLIAM ANDERSON (colored), a witness for the Government, being first duly sworn, was examined by Mr. Simonton as follows:

Q. What is your name?
A. William Anderson.
Q. Whereabouts do you live?
A. I live out the other side of Raleigh; just about north of Raleigh.
Q. On whose place do you live?
A. With Mr. Peter Finley.
Q. Do you know the defendant, Lowry W. Humes?
A. Yes, sir; I used to know him.
Q. Were you living at the same place you now live last fall—last October?
A. Yes, sir.
Q. Did you see Lowry W. Humes about that time?
A. Last fall? Yes, sir; I saw him.
Q. Did he have anything to do about getting any pension for you?
A. Yes, sir; he was the man that was doing the writing for me for a pension.
Q. Did he make the application to get the pension for you at first?
A. No, sir.

BLEED THROUGH

41 Q. Who did you make the application to to get it for you?

A. Mr. Morrison Dedrick.

Q. Did they continue to stay here in Memphis or go away?

A. They went off.

Q. Who attended to it after they went off?

A. Mr. Humes.

Q. Do you know where his office was here in the city?

A. Yes, sir; I know where it was here in the city, but I don't know as I could go there, to the house he was living in. I don't know as I could go to it now.

Q. Well, did he ever give you any pension money?

A. Yes, sir; he gave me pension money.

Q. When?

A. Long in October.

Q. Of what year?

A. 1894, I think it was, sir.

Q. Last year?

A. Yes, sir.

Q. How came you to go there to get it?

A. Well, I had been carrying the papers to him and I went to him. When I went to him he told me to be there in a few days and he'd tell me what time to come, and I went there and it wasn't there. He'd tell me then to wait awhile longer, but he'd send for me; to keep count of the days and the time I went to him, and I couldn't do it, because I couldn't read and write and take account.

Q. Did anybody go with you?

A. Mr. Finley went with me—Mr. Pete Finley.

42 Q. Was that the man you were living with?

A. Yes, sir.

Q. Did you get any word from Mr. Humes to come there to his office?

A. Yes, sir; I did get it.

Q. What sort of way did you get it?

A. I got word.

Q. Did he write to you?

A. He didn't write to me.

Q. He did not write to you?

A. No, sir.

Q. Well, when you came in who came with you? You say Mr. Finley came with you?

A. Yes, sir.

Q. You went to Mr. Humes' office, and what did Mr. Humes say?

A. He said that the money hadn't come yet.

Q. What further did he say; anything about coming back?

A. He said, Come in a few days. I went there on a Saturday; he say, Come 'bout next week, 'long 'bout Monday or Tuesday; somewhere 'long there. He says, "Come in again; come in every once in awhile. I don't know what time it 'll be there." And I went there when he told me.

POOR COPY

Q. Did anybody come with you?

A. Mr. Pete Finley went *went* every time—every time I come to Memphis from home.

Q. How many times had he gone there with you before you got any money from the defendant?

A. He went—well, I couldn't keep count of the times now,
43 and I can tell you it was 'bout three times, I think, before I ever got the money.

Q. Tell the court and jury all about the times you came in and got the money. Who came with you that time?

A. When I got the money Mr. Peter Findley went with me.

Q. How did you come to town that day?

A. Come in a spring wagon—a buggy.

Q. Where did you go when you got to town?

A. Went to the wagon yard down here on Main street.

Q. Did Mr. Findley go with you from there to Mr. Humes' office?

A. No, sir; he didn't. He staid down there and sent me up to the office to see had my money come.

Q. Who did you see when you went up to Mr. Humes' office?

A. I saw Mr. Humes.

Q. Tell about it—what he said and what you said and what was done.

A. He told me to wait awhile, he was busy. When I got there he was writing, but there wasn't nobody there. Mr. Laughlin come with me, but he went right out, and I sat down; I felt poorly, anyhow. Said I, "I must be getting back; I'm feared Mr. Finley 'll leave me." He said, "Stop; wait till I go see if your mail ain't come."

44 Q. Who said that?

A. Mr. Humes.

Q. What was done then?

A. He went in there.

Q. Went in where?

A. In the other room.

Q. Did he have two rooms in his office?

A. Yes, sir.

Q. Go on and tell all about it.

A. He come back with $50 in his hand, and he says, "Here's $50; it's for you. Your mail is come. Here's $50." And he give me the money out of his hand, and I took it in my hand and put it in my pocket and went on down to the wagon yard; and I say, Mr. Finley, here's $50 Mr. Humes give me." And he said——

Q. You can't tell what you said to Mr. Finley or what he said to you. Tell what you did. You took it to the wagon yard?

A. Yes, sir.

Q. What did you do with the money when you got there?

A. Give it to Mr. Finley.

Q. Did Mr. Finley count it?

A. He took the money and came back up to Mr. Humes' office.

Q. Did you come with him?

BLEED THROUGH

A. No, sir.

Q. Tell the jury again just what Mr. Humes said to you when he gave you the money. You were saying that he had two
45 offices there and told you to wait. Did you go in the other room with him?

A. No, sir; I didn't go in the other room; I sot there in the chair, and I seen him comin', and I got up and met him, and he said, "Here's $50 for you." And he says, "Here's $50 for you." And he say, In the next ten or fifteen days come back and it'd be the quarterin' time; that's the drawin'.

Q. The quarterly payment would be ten or fifteen days after that?

A. Yes, sir.

Q. Did he give you any check? I mean when he paid you the $50.

A. No, sir.

Q. Did he give any voucher for you to sign?

A. No, sir.

(Objected to by counsel for defendant as leading.)

The COURT: It is a little leading, but this old man moves up so slowly. I wish you would let him lead a little.

Mr. SIMONTON:

Q. Did he give you any papers that day?

A. No, sir.

Q. Did he give you to sign any paper at all that day?

A. No, sir; I never signed any that day.

Q. You said he told you to come back in about ten or fifteen days after he paid you the $50?

A. Yes, sir.

Q. Did he have any check for you to sign that day?

A. That day I got the money? No, sir; he didn't have any check.

Q. Nor any paper—voucher like that (showing paper)—
46 for you to sign? Did you sign any paper at all on that other day that you went back for your first quarterly payment?

A. No, sir; I never signed no check at all.

Q. Had you gotten a certificate of pension at that time?

A. No, sir; I hadn't got it.

Q. Have yot a certificate of pension now?

A. Yes, sir.

Q. Have you got it with you?

A. Yes, sir.

Q. Will you let me see it?

A. Yes, sir.

(The certificate was then handed to the district attorney.)

Q. Now, did Mr. Humes give you this paper on that day when he paid you the first pension money you have been talking about?

A. No, sir.

Q. On that day he paid you the first quarter?

GH POOR COPY

A. No, sir; give me that certificate the 4th of last month.

(The certificate was here offered in evidence by the district attorney; also a certified copy from the roll at Washington. No objection was offered to their introduction by counsel for defendant if the object was to show that the witness was a pensioner.)

Mr. SIMONTON: The date of this is September 10th, 1894.

The COURT: And he says he got it the 4th of last month, when it was handed to him by Mr. Humes?

A. Yes, sir.

Mr. SIMONTON:

Q. Do you know—can you fix the date now that you were in town here and got the money from Mr. Humes any better
47 than you have done? You say it was in October. Now, what day of the week or the month was it? Do you know?

A. No, sir; I don't know. If I had taken notice maybe I could have thought of the day. 'Bout as near as I could come at it, I think, it was on the 29th of October.

Q. You think it was on that day?

A. I think it was on that day.

Q. What did you do with that money—pay it out to anybody?

A. That money what I drawed? Well, I paid my debts with what I drawed and got something to eat with some of it.

Q. Did you get a receipt from anybody shortly after you got it from Mr. Humes?

A. No, sir.

Q. Did you owe Mr. Finley anything?

A. I owed him a little.

Q. What for?

A. Well, for money I had borrowed from him before that time come and on a cow.

Q. Did you pay him any money for that cow?

A. Yes, sir.

Q. When did you pay that to him?

A. I paid it to him the next day after I drawed the money.

Q. Did you get any receipt for it?

A. Yes, sir.

Q. Have you got that receipt?

A. Yes, sir.

Q. Well, let us have it.

(Witness hands him receipt.)

Q. Who is Mary Anderson?

A. That's my wife.

The COURT: Are you offering that to fix the date?

Mr. SIMONTON: Yes, sir; to fix the date.

48 (Objected to by counsel for defendant as irrelevant. Objection overruled by the court; to which counsel for defendant excepted.)

BLEED THROUGH

Mr. SIMONTON:

Q. Did you pay that money yourself or who paid it for you?
A. Yes, sir; I give my wife the money to pay it. I wasn't able to go up to the house and pay it.
Q. And she brought this paper back?
A. Yes, sir.

(Objected to by counsel for defendant as incompetent. The court ruled the paper admissible only for the purpose of aiding the witness' memory in fixing the date; to which ruling counsel for defendant excepted. The paper was then read to the jury by the district attorney, it being dated October 30th, 1894.)

Mr. SIMONTON:

Q. Now, up to that day when Mr. Humes paid you the $50 had you been to Mr. Humes' office by yourself—had you come to town by yourself and gone to Mr. Humes' office?
A. No, sir.
Q. After you and Mr. Humes came here to see Mr. Humes about your pension did you come in from Raleigh by yourself?
A. No, sir; I didn't come by myself. Every time I come I come with Mr. Finley.
Q. And the first time you got any money was on the day you speak of his giving you $50?
A. Yes, sir.
49 Q. And that was the day before you gave your wife the money and she brought you that receipt?
A. Yes, sir.
Q. I show you this paper now (handing paper to witness). Can you read or write?
A. No, sir; I can't read nor write either.
Q. On the day that he paid you the $50 did you make your mark on the back of that paper on that day?
A. No, sir; I didn't.
Q. Well, did you make your mark to a paper like that on that day?
A. That same day I drawed that $50?
Q. Yes.
A. No, sir.
Q. Well, did you sign a paper like that on the day you went back there to draw your first quarterly payment?
A. Like which one—that check? No, sir.
Q. Well, did you sign a paper on that day like that one on your first quarterly payment?
A. Yes, sir; I signed one that day.
Q. The day you drew the first quarter, after you had gotten the $50—the first time you were back after getting the $50?
A. Yes, sir; I signed one after I drawed the first quarter.
Q. I am talking about the first time you drew your quarter's pay. You drew $50?
A. Yes, sir.

GH POOR COPY

Q. Then the next time you drew how much did you draw?
A. $36.
50 Q. At the time you drew your first $36 did you sign any papers at that time?
A. Yes, sir; I signed a paper like that (indicating a check).
Q. At that time did you sign a paper like that (handing another paper to witness)?
A. No, sir; I didn't.

Cross-examined by Col. GANTT:

Q. How old are you?
A. I don't know, sir, how old I am. I couldn't tell how old I was, because I don't know.
Q. You have no idea how old you are, have you?
A. No, sir; I don't have no idea. I'm somewhere 'long 'bout 75, I reckon.
Q. You live with Mr. Peter Finley?
A. Yes, sir.
Q. Does he live this side of Raleigh or the other side?
A. The other side—right north of Raleigh.
Q. About three miles from Raleigh?
A. Yes, sir.
Q. Do you farm?
A. Yes, sir.
Q. How much farm stock did you have last year? Did you plow more than one horse or mule?
A. Didn't plow but one horse; worked on shares.
Q. Did you work your own stock or get the stock from Mr. Finley?
A. Worked Mr. Finley's stock.
Q. More than one horse?
A. No, sir; didn't work but one horse in my part of it.
Q. In your part of the crop?
A. Yes, sir.
Q. Did any of your folks work land of Mr. Finley's besides what you worked?
A. Yes, sir.
51 Q. Well, how much was your part of the crop? How much land did you work?
A. I reckon we had 8 or 10 acres in cotton, and I reckon 'bout 7 or 8 in corn.
Q. Did you cultivate that yourself?
A. No, sir; my folks cultivated it.
Q. Your wife and children cultivated it?
A. Yes, sir; my wife and children.
Q. Did you cultivate any of it?
A. Oh, no, sir; I just knocked round.
Q. Looked after the stock?
A. No, sir; I wasn't able to do nothin'.
Q. Just knocked around?

BLEED THROUGH

A. Yes, sir; sot about in the field and make the little ones work.
Q. You bossed them?
A. Yes, sir.
Q. How often did you go to Raleigh?
A. I didn't go to Raleigh. Whenever I wanted anything from Raleigh I sent anybody to Raleigh to get it.
Q. You did not go to Raleigh at all?
A. No, sir.
Q. Were you not at Raleigh at all in the year 1894—last year?
A. No more than when I come through Raleigh I was there, though I didn't stop there.
Q. You did not stop there?
A. No, sir; only when I came through there.
Q. You never visited Raleigh for pleasure, just to take a day off?
A. No, sir; I never felt like undertaking that trip when I
52 wasn't able to go there—to walk there.
Q. I will see if I cannot refresh your recollection. Now, did you ever go there and take some drinks?
A. Oh, I didn't drink none 'thout I was sick.
Q. How long since you drank?
A. Well, I couldn't tell you. I- was such a little I never took notice of it.
Q. You did not drink any last year?
A. Not none to hurt nobody.
Q. Now, Mr. Anderson, there is a difference of opinion about hurting anybody. Well, you did drink some, didn't you?
A. I drink water and coffee and one thing an' another. I don't drink no whiskey.
Q. Nor beer?
A. No, sir.
Q. How did you come to town today?
A. I come with Mr. Pete Finley in his wagon or buggy.
Q. Did you ever come to town on the Raleigh cars?
A. We come on the car when we got to Raleigh.
Q. And you came in a wagon to Raleigh? That is 3 miles?
A. Yes, sir.
Q. And after you got to Raleigh you came the balance of the way on the cars?
A. Yes, sir.
Q. That is your general way of coming?
A. Yes, sir; that's the way we come most all of last year.
Q. You came in frequently, didn't you, on the cars?
53 A. No, sir; no more than when I come to see 'bout drawin' my pension.
Q. You were never in Memphis except for that purpose?
A. That's the only time I come. I didn't come to Raleigh any other way; didn't feel like takin' the air; was nearly dead anyway; looked to me like.
Q. And that was the reason you did not come to Raleigh or Memphis any more than you did?
A. I was sick. A sick man don't feel like goin' about tryin' to

GH POOR COPY

take the air without he is well and hearty, and then he can take it. He tries to shed all the air he can.

Q. To shun the air?

A. Yes, sir.

Q. How long does it take you to come from Mr. Finley's place to Raleigh?

A. I don't know, sir; never took no particular time; always come as quick as we could.

Q. Did you ever come by yourself?

A. No, sir; I never come by myself at all.

Q. To Raleigh?

A. No, sir.

Q. When you were brought to Raleigh, you say you always came in Mr. Finley's wagon?

A. Yes, sir.

Q. And did he remain and take you back?

A. Yes, sir.

Q. Always?

A. Yes, sir; yes, sir; all the time I come he took me back.

Q. Did you ever come all the way from his place up there to Memphis in his wagon?

54 A. From Raleigh to Memphis? Yes, sir; I come all the way with him in the wagon—all the way from his house to Raleigh.

Q. But I mean to Memphis. Did you come all the way from his place? Now, it is nine miles to Raleigh, and then three miles from there out to his place. Now, did you come all the way in the wagon, or did you come to Raleigh in the wagon and the balance of the way on the car?

A. Well, since I study a while, 'case I don't recollect acomin' in the wagon as I know of, although we have come one time in the wagon, but it slipped my memory but this time; but I know he always come with me when I come here to Memphis.

Q. And the way of doing it was, you would come to Raleigh in his wagon, and then you and he would take the car and come to Memphis?

A. Yes, sir.

Q. Where would you get off the car when you got to Memphis?

A. Get off at the wagon yard down here.

Q. How far is that from here?

A. Well, 'bout three-quarters of a mile, I reckon, or a mile. Well, it's a mile.

Q. Then how would you make the balance of the distance

55 from the wagon yard—would you walk it?

A. Oh, yes, sir; comin' on the street ain't like walkin' on the ground, an' muddy.

Q. A fellow can walk a heap further on the street than out in the woods or on the farm?

A. Yes, sir.

BLEED THROUGH

Q. You came on the car and stopped at the wagon yard and wanted to come to Mr. Humes' office?

A. Yes, sir.

Q. Now, Mr. Humes' office was either here on Madison street or over on Court street?

A. I reckon it was.

Q. Well, it was about three-quarters of a mile from the wagon yard?

A. I reckon so, sir. I don't 'zactly know; near as I can come at it.

Q. Would not the car have brought you and put you off within fifty yards of his office?

A. I was talkin' to the attorney 'bout when we come.

Q. I am talking about the car bringing you within fifty yards of his office; and yet you say you got off at the wagon yard and walked three-quarters of a mile?

A. Well, I did.

Q. Did you get off at the wagon yard every time?

A. No, sir.

Q. Where did you get off?

A. Got off down the street here; down Main street.

Q. So you would be pretty close to Mr. Humes' office and the walk would be a pretty short one?

56 A. Mr. Humes' office, when I went there, was over on that next street.

Q. The car would come pretty close to his office, wouldn't it?

A. Yes, sir; I guess it would.

Q. Well, when you would come on the car, as near as the car would bring you to his office, who would come with you, any person in particular?

A. Come with me on the car?

Q. Yes; you have come to Raleigh and come to Memphis and concluded not to stop at the wagon yard and come three-quarters of a mile to Mr. Humes' office?

A. No; I was talkin' 'bout when Mr. Finley come with me and come with his mules with the wagon. I stopped the buggy at the wagon yard.

Q. Well, see if I remember you right, now. I understood you to say you hardly remembered ever to have come all the way through in the wagon from Mr. Finley's place last year?

A. That was the way you would come in the winter time, toward the first of the year.

Q. The winter of what year?

A. Winter of last year—last winter.

Q. I *at* you, did you come from his place to town in the wagon or buggy that you can remember; and, if so, how often?

A. I couldn't tell you how often. I tell you I was sick.

57 I can't remember how often, but I know I come, but I can't tell 'zactly how often.

Q. Well, did you most commonly come in the car?

SH POOR COPY

A. I come in the car a good many times, and then when it was wet an' rainy we'd come on the car.

Q. Well, now, you say that every time you went to Mr. Humes' office Mr. Finley was with you?

A. Every time except that time, the day that $50; he was down at the wagon yard, and he went up there after I went away.

Q. You don't know whether he went there or not? He told you he did, I suppose; you were not with him?

A. I wasn't with him.

Q. He was not with you on that occasion?

A. No, sir.

Q. He was not with you when you say you got the money?

A. No, sir.

Q. Mr. Laug-lin was not with you when you say you got the money?

A. He wasn't there when I got the money, but he was there when I got there, and I met him when he was comin' away in the room upstairs; I met him an' he come on away, an' I sot thar a little while an' I started, an' Mr. Humes told me to wait a while an' see if any mail hadn't come, an' he went in the other room opposite of me an' brought me the $50.

Q. Where was Mr. Laughlin then?

58 A. God knows; I don't.

Q. Was he at Mr. Humes' office then?

A. Yes, sir.

Q. So he was at Mr. Humes' office when you got the money?

A. I told you he wasn't there; I told you I met him; of course, I told you I met him an' he come away, an' I went there and sot down an' he give me the money.

Q. He had been there and you met him as he was coming away. Is that it?

A. Yes, sir.

Q. How far was he from Mr. Humes' office when you met him?

A. You know he couldn't have been far when I met him. He was goin' downstairs and I was goin' up; right at the gate; like that's the stairs yonder gwine out the door; he met me right at the edge of the door; where he went I can't tell.

Q. He was coming down and you were going up? Did you say anything to him—to Mr. Laughlin?

A. No, sir; I didn't say anything to him.

Q. You went on up, and at that very time you got your money?

A. Yes, sir.

Q. When did you see Mr. Laughlin after that again; do you remember? You don't recollect, do you?

A. I don't know whether I saw him or not, but I saw him in a few days, I think, afterwards; may have been the same day; I went on back down to the wagon yard and there I staid.

59 Q. You say Mr. Finley was not with you when you got the money and Mr. Laughlin was not with you. Now, what did you do with the money? Where did you put it?

A. Didn't I tell you I put the money in my pocket and had it

BLEED THROUGH

in my hands and didn't take the money out of my hands? An' I say, "Here, Mr. Finley, here's some money Mr. Humes give me. Count it an' see if it ain't $50."

Q. Then what did you do with the money?

A. Kept the money right there. If I had took my hand out would have took the money out.

Q. Why did not you count it?

A. I did count it.

Q. Where did you count it?

A. I counted it as he give it to me. I counted by the bills. I just took it an' looked at it like openin' the leaf of a book. I knowed what sort o' bills they was.

Q. Can you count money?

A. Well, I can sometimes, when I ain't in trouble.

Q. You can't count it when you are in trouble?

A. Well, when I'm bothered, like I am now, you might give me money here to count an' I couldn't count it.

Q. You did count it at the office, though—before you left the office?

A. I counted it.

Q. Do I understand you rightly? Did you count it before you left the office, and then, when you got to the wagon yard,
60 you had it counted again? How did you come to town on that day; did you come in the car? Did Mr. Finley bring you to Raleigh, and then you come on the car?

A. No, sir. Didn't I tell you we come with the wagon to the wagon yard?

Q. Do you always count money when you get it?

A. Well, I pays out money, too. I didn't have no money, an' what little I had I wanted to keep it.

Q. So on that day you did come in the wagon? You recollect that now?

A. Yes, sir.

Q. Now, you say that you signed one of these papers—the large paper. If you are not too much bothered now, see if you can count that (handing some money to the witness). Look at those bills. Do you know what those bills are? Count that money and tell us how much there is.

(The witness here looked at the bills handed him and attempted to count them.)

Judge GREER: How much is there, Anderson?

The COURT: Can you count that or not?

A. I can't tell you 'zactly.

Judge GREER:

Q. The other was in bills, just like that?

A. Yes, sir.

Col. GANTT:

Q. See if you signed that paper (handing paper to witness). You

SH POOR COPY

say that you counted the other money at the office and it was in bills?

61 A. I don't know whether I signed this. I couldn't tell one paper from another. I signed a paper like this, but I couldn't tell whether I ever signed that one or not.

Q. Do I understand you correctly to say that you counted that money, that $50, at Mr. Humes' office? Am I right about that?

A. Mr. Humes took the money an' counted it, like my finger, so (indicating), and says, There is $50.

Q. Did you count it?

A. Well, I took his word for it. He told me what sort o' bills they was.

Q. And when you said here a while ago that you counted it you did not mean that you did?

A. Well, I thought you understood me. I thought I talked plain.

Q. I thought you said you counted it there, and then took it and got Mr. Finley to count it. Do you remember how many bills there were?

A. There was five.

Q. Were they new-looking bills?

A. Yes, sir.

Q. Five new-looking bills?

A. Yes, sir.

Q. And did you — right straight to the wagon yard?

A. Yes, sir; went as straight as I could down the street.

Q. What time of day was that?

A. Well, it was 'long about 12 or 1 o'clock; between 12 and 1.

Q. You said you could not tell whether you signed that paper or not?

62 A. I didn't sign any paper that day, I told you. I told you I signed a paper afterward there, when I drawed the first quarter. I signed a paper then for the next time.

Q. But you never did sign any paper at all there before you got that $50?

A. No, sir.

Q. You signed a paper afterwards. Now, was not the check made out like this? This is a check for $50, and on the back of this is the name of William Anderson, "his mark," and that is dated October 3d, 1894. Did not you make that mark on the back of that?

A. No, sir.

Q. That is witnessed by Mr. Humes and by Mr. Purcell. Now, did you not make that mark, and did not they witness it?

A. No, sir; I didn't.

Q. That check reads for $536.

A. Well, I never seen that check before I saw it up here in the court-house; never saw it before.

Q. Did not you sign it in the presence of those persons, make your mark on it?

A. No, sir; I didn't.

BLEED THROUGH

Q. And, then, did you not take it in your hand, and did not Sanderlin go with you around to the Mechanics' savings bank, down here on the corner of Main and Madison?

A. No, sir; he never went with me in his life, nowhere. I don't know him.

Q. And did not you go with the paper and present it to
63 the cashier and say that you were William Anderson, and did not the cashier ask Sanderlin, who went round to identify you, if you were William Anderson, and did not he identify you?

A. No, sir.

Q. And then did not Mr. Humes pay you on the 8th day of October, or early in the month of October?

A. Pay me on the 8th?

Q. Yes, sir; Mr. Young Humes, the cashier. Did not he pay you $536 on that check?

A. No, sir. No, sir; I never seen any.

Q. You never went to the bank at all, did you?

A. No, sir.

Q. In going down the steps don't you remember to have met a colored woman who was after a pension herself, and that you had a piece of paper in your hand?

Mr. SIMONTON:

Q. What steps, Colonel?

Col. GANTT:

Q. Lowry Humes' steps. (To witness:) That you had the paper in your hand, and Sanderlin was with you and said, or you said, that you were going round to the bank to get the money?

A. No, sir; I don't recollect nothin' about it.

Q. Don't you recollect that this colored woman, seeing the check in your hand, laughed and asked if you were a married man?

A. No, sir; she never seed me; never seed me with no check in my hand since God made me—no woman. She didn't see me.

64 Q. What year did you go to live with Mr. Finley?

A. I don't know 'zactly what year. It's been 'bout gwine on four years ago.

Q. What year would four years ago be?

A. Well, most anybody could count back; they could tell 'bout that; 'bout '90, I reckon; the year of 1890, I reckon. This here is 1895.

Q. And if this is 1895, four years ago would make it 1890?

A. It'd be more than four.

Q. Make it five years, then?

A. Yes, sir.

Q. Do you know the months in the year?

A. Yes, sir.

Q. Name them, please.

A. June, July, and August, September, November.

Q. Well, that's pretty good. You strike things in the middle.

A. I said January and February. Now I can make it right:

POOR COPY

January, February, March, April, May, June, July, August, September, October, November, December.

Q. How many of them are there?

A. Twelve.

Q. After you got this money that you say you obtained from Mr. Humes, did you come to his office and get other money from him?

A. What you mean?

Q. After you got the fifty dollars, did you come to his office after that and get other pension money?

A. Yes, sir.

Q. How often?

A. I come whenever the time was to draw money. He give me the money in my hand.

65 Q. There are several checks made in the same way this other one was and marked and witnessed. You did not make your mark on any of them?

A. I didn't mark nare a one.

Q. So you did not go to the bank with any one?

A. No, sir; I didn't go to the bank.

Q. Who was it that wrote your application for the pension? Who made it out for you?

A. Well, I reckon, Mr. Humes did it when he was there.

Q. Don't you know that Mr. Deadrick did it?

A. He was the first man, I told you that, and after he went away, then Mr. Humes took his place.

Q. And these large papers, you say you signed one of them? You say you remember to have put your mark on these papers? Did you put your mark on more than one of these?

A. Yes, sir.

Q. And each time you put your mark on at Mr. Humes' office, did you?

A. Yes, sir.

Q. Do you know what you signed that paper for—those papers?

A. Yes, sir.

Q. What did you do that for?

A. Well, I signed it to draw money on it.

Q. After you had signed that paper it would be sent to Knoxville, wouldn't it?

A. Yes, sir.

Q. And about a week or ten days after that your check for the money would be due?

66 A. Yes, sir.

Q. And that check would be an order for money, and then when that check would come you would get your money, wouldn't you?

A. Yes, sir; I'd get it; I got it anyhow, but then he give it to me; I didn't go to the bank after it, but he give it to me out of his hand.

Q. When did you cease to go to Mr. Humes to get it? When did you quit? When was the last time you went to Mr. Humes and signed any voucher and it was sent up to Knoxville, and in about

BLEED THROUGH

a week or soon afterwards your check came? When was the last time?

A. Let me see. I signed the last voucher that was sent up to Knoxville to get my money; I signed it at Mr. Humes' office.

Q. The last voucher?

A. Yes, sir.

Q. Well, about how long was that—two or three months?

A. No, sir; I told you just plain as I could it was the 4th of last month I signed it to go up to Knoxville.

Q. Well, that would be the 4th of November, wouldn't it?

A. Yes, sir.

Q. And the 4th of last month you went to Mr. Humes' office and signed one of these vouchers, and that voucher was sent up
67 to Knoxville, and then a week or so after that the check came, didn't it?

A. Yes, sir.

Q. How did you come to town on the 4th of last month?

A. I come with Mr. Finley's buggy.

Q. Was he with you at Mr. Humes' office?

A. Was he with me? Yes, sir; he was with me.

Q. He went with you to the office?

A. Yes, sir.

Q. That was on the 4th of last month?

A. No, sir; let me recovery back. It wasn't Mr. Finley; Mr. Finley was sick. His brother went with me.

Q. Now, that was when you signed the voucher, not when the check come? Did you go again to Mr. Humes' office to get the money?

A. Yes, sir; I went to Mr. Humes' office.

Q. And then you got the money on the check, did you? That was 8 or 10 days after the 4th of November?

A. Oh, yes, sir; I got the money. I got it on the check; but I tell you how I got it on the check: I trade down here with Mr. Polk & Spinning, and it was too late for me to go to the bank, and I went there and they cashed it for me.

Judge GREER:

Q. I just want to know the day of the week that you got the $50, as you say, from Mr. Humes.

The COURT: Was it on Monday or Saturday, or what day?

A. It was on a Monday, I think, sir, that I got the $50.

68 Q. You know the days of the week?

A. Yes, sir; it was on a Monday.

Q. Do you know how many days there are in a week?

A. Yes, sir.

Q. And it was a Monday evening that you got it?

A. Yes, sir.

Q. And it was the next day that you sent the money to pay for the cow?

A. Yes, sir.

POOR COPY

The COURT: I wish you would ask him whether when he got that $50 he knew there was more due him and why he did not say anything about it if he did.

Re-examined by Mr. SIMONTON:

Q. When you got your $50 did you know that was all the money that was coming to you or not in your first payment of pension money?

A. I thought it—I thought it was more comin' to me.

Q. Did you say anything to Mr. Humes about not getting enough, or anything of that sort?

A. Mr. Finley did it. He went up there.

Q. But was there anything that passed between you and Mr. Finley about not being enough money at the time you got the $50?

A. No, sir; I didn't say anything.

Q. What did Mr. Humes say?

A. He said that was what was 'lowed to old soldiers.

69 The COURT: And he says he told him that when his quarter fell due there would be some more. What I want to know is why he took $50 and said nothing and went away from there. It seems to me that needs clearing up.

Mr. SIMONTON: Did you know how much money was coming to you when you got your pension?

A. No, sir; I didn't.

Q. Did you have any certificate of pension? Did he give it to you then?

A. No, sir.

Q. Where was your mail going to at that time?

A. My mail was coming to Raleigh.

Q. Where was your pension mail coming to?

A. It come to his office.

Q. To Mr. Humes' office?

A. Yes, sir.

Q. Did he show you any paper at all at — time about your pension?

A. When I drawed the $50?

Q. Yes, sir.

A. No, sir.

Q. Did he say anything about whether there was any more or not, or whether he kept any?

A. No, sir; he didn't say whether there was any more, or whether I'd get any more or not, or anything 'bout it at all.

Q. What did he say about the quarterly payment?

A. He said in a few days come an' I'd draw some more money—$36—an' it wasn't more than ten or fifteen.

70 Q. At that time had Mr. Finley or his brother been with you to Mr. Humes' office every time that you went to get money?

BLEED THROUGH

A. Yes, sir; Mr. George Finley went once and Mr. Peter Finley went every time but that.

Q. I understood you to say that the first time—the time that you got the $50—you did not sign any papers at all.

A. The $50? Well, I didn't.

Q. And the next time, when you got the first quarter, you signed one paper?

A. Yes, sir.

Q. That was a voucher, a long red paper?

A. Yes, sir.

The COURT: He says he never did sign any check.

A. No, sir; I never did sign any check.

Recross-examined by Judge GREER:

Q. Before you ever got any $50 at all you signed one of these papers? You made your mark on one of these papers before you ever got any $50 or anything—before you ever got any money? Did not you tell us awhile ago that before you ever got the $50—two or three weeks or a week before it—you went in there and signed one of those long papers?

A. Let me study. I don't recollect.

Q. You mean you made your mark on any paper at any time before you got the $50?

A. I never made my mark before the paper was sent up to Knoxville; never made no mark on none.

71 Q. You never have made your mark on any kind of paper?

A. Well, he never had no cause to make no mark.

Q. Did not you tell the jury awhile ago that you had signed a paper like that to go to Knoxville, and that you remembered that?

(Objected to by the district attorney as leading.)

Q. I so understood him and I want to be sure. I understood you to say, William, that before you got any $50 you came in here to Mr. Humes' office and you signed one of these papers that we call vouchers, but it has been described to you as a "long paper." Am I right or wrong about it? Did you say you had made your mark?

A. You must be right about that, signin' that paper.

The COURT:

Q. Do you mean by that that you did sign it?

A. Yes, sir; I did sign one before I got $50. I signed one paper.

Judge GREER:

Q. Now, how much money did you get each month?

A. $36.

Q. You get that every month?

POOR COPY

A. It comes to me every quarter—every three months.
Q. And you know that means $12 a month?
A. Yes, sir.
Q. And you know that was what was allowed you for your first payment, too, didn't you? You know that you were getting
72 some back money that was allowed you?
A. Yes, sir.
Q. And you know it was at that kind of a rate, didn't you?
A. Yes, sir.
Q. And you expected to get your back pension when you went in there and Mr. Humes gave you the $50?
A. Yes, sir.
Q. And you knew that you would get $36 four times a year?
A. Yes, sir.
Q. And you knew that this was for back pay?
A. Yes, sir.

Re-examined by Mr. SIMONTON:

Q. But you did not know how much you would get at that time when you got your first payment?
A. No, sir; I didn't know.
Q. What made you take your money to Mr. Finley and get him to count it?
A. Well, I told him to be certain because, you know, he may have thought—well, I don't know. I been workin' there with him an' I wanted him to see what I got at the first time; that's the reason I showed it to him; nothin' out the way 'bout that. I thought I'd show it to him; that I never stopped nowhar to spend none of it.
Q. Did you know your pension had been allowed when you got that $50?
73 A. Yes, sir.
Q. Did you know it before that time?
A. Yes, sir; I knowed.
Q. Who told you?
A. Why, I was told that when I was mustered out.
Q. You don't understand. You made an application to Mr. Deadrick to get a pension?
A. Yes, sir.
Q. You did not get that right away?
A. No, sir.
Q. Did you know when you went to Mr. Humes' to get the $50 that it had been allowed?
A. Yes, sir.
Q. How did you know?
A. Well, Mr. Humes told me himself he expected I'd get $300 or $400.
Q. When did Mr. Humes tell you that?
A. It was the first time I begin goin' to him. He said, "You'll get a right smart when you begin to draw."

BLEED THROUGH

PETER FINLEY, a witness for the Government, being first duly sworn, was examined by Mr. Simonton as follows:

Q. Your name is Peter Finley?
A. Yes, sir.
Q. Tell the jury where you live.
A. I live four miles north of Raleigh.
Q. That is in Shelby county, is it, in this State?
A. Yes, sir.
74 Q. Do you know a pensioner here named William Anderson?
A. Yes, sir.
Q. Where does he live?
A. He lives on my place.
Q. How long has he been living there?
A. About four years.
Q. Were you in the city here with him at any time last fall?
A. Yes, sir; I was in the city with him three times during the month of October, last fall.
Q. Did you see Mr. Humes on these visits to town—the defendant, Lowry W. Humes?
A. Yes, sir.
Q. Tell the jury what occurred between you and Mr. Humes or between Mr. Humes and William Anderson on those three different visits.
A. Well, I went to Mr. Humes' office with Uncle William Anderson the first time he came in, and he told William that his papers hadn't come yet; he was looking for them any day, and insisted that he should come back in two or three days or, at least, that week, anyhow.
Q. Could you identify what time in October that was?
A. I can't the date, but I can the day of the week.
Q. What was the day of the week?
A. It was on Tuesday.
75 Q. Tell as near as you can what time in October.
A. Well, somewhere along about the first of October; perhaps the 10th or 12th, or somewhere along there; I can't tell exactly; I remember, though, the day was Tuesday; and so the old man did come; I brought him in again.
Q. Do you know what occurred in the office that day?
A. Well, he told him his papers hadn't come, and he thought they would be there in a few days.
Q. How came you to go there that day?
A. The old man had received a note from Mr. Humes, telling him to come in and see him about some papers.
Q. What kind of notice did he receive?
A. Just a note saying come in.
Q. Do you know what became of that note?
A. It just said, "Come in and see me about some papers." It was very short; it got misplaced.
Q. Do you know what the date was?

GH POOR COPY

A. That was dated in October some time; I don't remember the date of it.

Q. You say Mr. Humes told him his papers had not come, but to come back when?

A. In a few days—that week.

Q. Did he come back?

A. Yes, sir; we come back the Saturday.

Q. What was the result Saturday?

76 A. Well, he told him Saturday that he was sorry he put him to the trouble of coming back there; his papers had not come yet; that he would let him know when they come; would send him a notice out to Raleigh.

Q. That is twice?

A. Yes, sir.

Q. How long before you came back there the third time?

A. Well, it was somewhere between two and three weeks; I don't remember just exactly.

Q. I wish you would state to the jury and the court about that visit. Let me ask you first, in the meantime, did Anderson come to town himself between those two visits you have spoken of and the third visit, which you are going to talk about now?

A. Not to my knowledge; he didn't.

Q. Did he have any way of getting here without your knowing?

A. Well, no, sir; he had no conveyance of his own, and at that time he had no money to pay his fare, I don't think.

Q. What was his condition of health and physical strength?

A. Well, he was in very feeble health; had the rheumatism in his feet and his ankles were swollen up.

Q. Then on his third visit, how did he come to town?

A. Well, I brought him on the third visit.

Q. Where did you come to?

77 A. I stopped at the wagon yard, down here on Main street, somewhere near Exchange, and I left the old darkey there, and told him when he got through at the office of Mr. Humes to come back there to the office at the wagon yard and we would go out home that evening.

Q. On that occasion did you go with him to Mr. Humes' office?

A. I didn't go with him that day to Humes' office.

Q. What did he have with him when you next saw him?

A. He had $50 in money.

Q. Did he show it to you?

A. Yes, sir.

Q. How long after you first saw him after he went back there did he show it to you?

A. Right immediately; as soon as I walked in he carried me round to one side.

Q. Did you count the money?

A. Yes, sir.

Q. How much was there?

A. There was $50.

Q. What did you do then?

BLEED THROUGH

A. I went down to Mr. Laughlin's office.

Q. How came you to go to Laughlin's office?

A. Well, to get him to go down to see Mr. Humes with me.

Q. Why were you going down to see Mr. Humes?

A. Well, the old man complained that he thought he had not been dealt with fair, and asked me if I would investigate and see about it.

Q. Who is Mr. Laughlin?

A. Well, he is an attorney-at-law. He had an office on Madison street.

78 Q. You had known him before?

A. Oh, yes; he was raised out there at Raleigh.

Q. Had you ever spoken to him about this matter before?

A. Oh, yes, sir, and he had went to see Mr. Humes about it a few times himself.

Q. Was that before the pension was allowed?

A. Yes, sir.

Q. Did he have any connection with it at all? He was not a pension attorney—just a lawyer?

A. Yes, sir.

Q. When you got to his office what did you do then—when you got to Mr. Laughlin's office?

A. Well, I related the circumstances to him.

Q. After that was done what did you do?

A. I asked him to go down to Mr. Humes' office with me.

Q. Did he go?

A. Yes, sir.

Q. State to the court all the conversation that took place as it occurred.

A. After we got down there Mr. Laughlin told Mr. Humes, "I see you paid the old man some money." He said, "Yes, sir; his money come in today's mail." He asked him something about the amount and he said the old man was allowed $60 and he retained $10 and paid the old man $50, and went on to explain that the old man's pension was allowed under the new law and was not

79 so much as it would be under the old law, and was $12 a month. That was about all that was said, I believe.

Q. He said the money had come that day?

A. Yes, sir.

Q. And that it was $60, but he retained $10?

A. He had retained $10 for his fee, which the law allowed him, and paid the old man $50.

Q. What explanation did he give about the $50?

A. Well, that it was granted under the new law; that it was not so much under the old law.

Q. Did he say anything about the old man getting a check for $500 or anything of that sort?

A. No, sir.

Q. What did he say about his future payments—what they would be?

A. Said it would be $36 a quarter.

POOR COPY

Q. Was anything said about his coming back for that quarter's money?

A. Yes, sir; he said on the 15th of November, the next month, the first quarter would be due.

Q. Did Anderson come in for that quarter, do you know?

A. Yes, sir; I came in with him.

Q. Were any papers signed at that time?

A. No, sir.

Q. Well, did Anderson get his money?

A. Yes, sir.

Q. Where did he get it from?

A. Mr. Humes paid it to him.

Q. Where?

A. In his office.

Q. Now, you say on that occasion that you came in there
80 and made inquiry about the $50. That was on Monday?

A. No, sir; it was on Tuesday.

Q. The first time you were in there was on Tuesday, the next time Saturday, but you cannot give the exact days of the month, but it was October some time?

A. Yes, sir.

Q. Well, the third time was when?

A. That was on a Monday.

Q. Can you fix that date?

A. Yes, sir; I can fix that date. It was the 29th of October.

Q. Is there any way that you fix it in your mind?

A. Yes, sir.

Q. Tell how that is.

A. Well, on the next day after the old man received his money he owed my father $15 for a cow and calf, and the next morning, after we came from Memphis that day, he paid the old man for his cow and calf. He gave the old man a receipt, which was dated on the 30th of October, which was the day after we went to Memphis. That is all I remember.

Q. Now, as I understand you, you were there three times in October?

A. Yes, sir.

Q. You say the first time was on Tuesday. How do you fix that?

A. Well, the old man received this notice from Mr. Humes on a Saturday evening, and on Monday was very anxious to come
81 to town, and was after me to get some conveyance to bring him in. I told him to hold on; I would bring him in some time that week, but on Monday evening his stepdaughter came in and brought him some more notice about his money being here, and he became very anxious and insisted I should furnish him a conveyance or come in with him, and I came in with him. I had some business of my own to attend to.

BLEED THROUGH

Cross-examined by Judge GREER:

Q. Mr. Finley, you say he owed $15 to your father for a cow and calf and paid him the day after he got his money?

A. Yes, sir.

Q. I suppose from your testifying about it that it was something you knew yourself?

A. Yes, sir.

Q. You saw him pay your father?

A. Yes, sir.

Q. Where does your father live?

A. My father lives with me altogether. My mother has been dead several years and he just lives with me.

Q. What is your father's name?

A. Ansell Finley.

Q. The old man pulled out the $15 and handed it to your father?

A. Well, of course, he owed him for the cow.

82 Q. He owed him for a cow and pulled out the $15 and counted it out to him?

A. He did not count it out. When he give me his money down at the wagon yard he asked me to count it and carry it home for him, and I did and he told me to keep it till the next morning and he or his wife, one, would come and settle with my father for the cow.

Q. And he came up?

A. Well, his wife came, I believe.

Q. So you already had the money?

A. Yes, sir; but it wasn't coming to me—the cow money.

Q. What sort of money was it you had?

A. Ten-dollar bills.

Q. And you kept out $15?

A. Well, I had all of his money.

Q. What did you do with the other $35?

A. Well, I made the change with the old gentleman that morning and paid him the $15, and then his wife got $15 to come to town with.

Q. You kept the rest yourself?

A. Yes, sir.

Q. He did not keep the money himself, then?

A. No, sir.

Q. Did he ask you to keep it?

A. He asked me to carry it out home for him.

Q. You took it and kept it?

A. Yes, sir.

Q. The next morning he was over at the house?

83 A. Well, I don't remember whether he was or not, but I remember his wife was.

Q. You were a witness in this case before?

A. Yes, sir.

Q. You testified before?

A. Before?

GH POOR COPY

Q. Before the jury, week before last.
A. Yes, sir.
Q. Did you make any statement to that jury about that cow?
A. No, sir.
Q. None at all? Did you not state to that jury that you did not know the date when the old man came in town and went to the wagon yard and you counted his money, but it was somewhere between the 20th and the 30th of October?
A. Yes, sir; I stated it was between the 20th and the 30th of October.
Q. Did you not state on that examination that it was between the 10th and the 20th, and said that several times, and then corrected it and said between the 20th and the 30th?
A. Well, I was meaning about the first two visits I made. They were somewhere between the 10th and the 20th of October.
Q. You told the jury nothing about this cow transaction on the former trial?
A. No, sir.
84 Q. Well, Mr. Finley, you knew just as much then as you do now about it?
A. Well, it slipped my memory at that time; but in looking over the old man's papers the other day I found the receipt.
Q. You mean by "the old man" Anderson?
A. Yes, sir.
Q. So you and the old man have been talking about it?
A. I was down there looking over his papers.
Q. Over Anderson's papers?
A. Yes, sir.
Q. And talking about his testimony in this case and about your testimony?
A. Yes, sir.
Q. And you just ran across this receipt?
A. Yes, sir.
Q. Mr. Finley, you don't mean to tell the jury that you had forgotten all about that cow transaction?
A. Yes, sir; I had forgotten about it till I come across that receipt.
Q. You did not remember that your father had sold him a cow a little over a year ago, and that you took the money out of his pension money?
A. Well, he had sold him the cow nearly two years before he paid him.
Q. You had forgotten all about the fact that you had held out $15?
A. Yes; I had forgotten all about keeping out $15.
85 Q. And yet you remember now that it was on a Tuesday and a Saturday?
A. Yes, sir.
Q. And that it was on a Monday when you came the last time?
A. Yes, sir.
Q. You remember the days of the week?

BLEED THROUGH

A. Yes, sir.
Q. And could you remember the collection of the $15?
A. Well, no, sir; I didn't remember that.
Q. Can Anderson count?
A. You mean money?
Q. Yes.
A. No, sir; he can't count money correctly.
Q. He is a tenant of yours on your place?
A. Yes, sir.
Q. How long has he been living there, Mr. Finley?
A. It will be four years this coming January—next January.
Q. So he came there in 1892?
A. Yes, sir.
Q. Mr. Finley, you did not know the amount of money that he was going to get, did you?
A. No, sir.
Q. You say now before the jury that the old man was somewhat complaining. Did not you say before, when I asked you the question as to why you did not think the $50 was enough, that you just guessed it—when you testified before a jury in this same case?
86 A. Well, you asked me why I thought it would be more.
Q. Did not you answer to my question that you guessed it might be more?
A. Well, that's all I had to go by—just merely guesswork—supposing and guessing at it.
Q. When did the old man make any complaint to you, Mr. Finley?
A. Well, at the wagon yard.
Q. Well, when I asked you before why, why didn't you tell the jury that he had complained? Did you ever tell that other jury that old man Anderson had made any complaint to you about the amount of money?
A. I don't know that I did.
Q. Don't you know that you were asked why you went to see Mr. Humes at all, and you said that you just guessed that there might be more money coming and went?
A. I believe that is the way I said.
Q. What complaint did he make?
A. Said he didn't believe it was right; thought there must be something wrong about it.
Q. Why did he think there was something wrong about it?
A. He was expecting more money.
87 —. Did you know what money he had a right to expect?
A. No, sir; and he didn't, either, I don't suppose. I had no idea what amount of money, and he had not, either.
Q. Well, then, if you had no idea, you did not personally know any reason for going to see Mr. Humes, did you?
A. Well——
Q. Mr. Finley, isn't it a fact that you employed a lawyer?

Mr. SIMONTON: Let him answer the other question.

POOR COPY

Judge GREER: Well, let him answer. I am perfectly willing.

A. Well, of course, Judge, I had no reason to believe that it was any more, and I made no complaint myself.

Q. And yet you had employed a lawyer, had you not, about this very business?

A. Well, the old man had requested me about six or eight months before this to see some lawyer—that he knew no one—and see if they could hurry the matter up.

Q. And you employed Mr. Laughlin. Did you testify that before the other jury?

A. Well, at the old man's request. He knew no one, and
88 asked if I would speak to some one.

Q. That was before any pension had been allowed to him?

A. Yes, sir; before he got any money.

Q. You got Mr. Laug-lin to go around to see Mr. Humes about the pension?

A. Yes, sir; he went round.

Q. That had been six or eight months before?

A. I think it was in the winter or spring before he got the money.

Q. Did you state on the former trial of this case, in this court-room, before the other jury, that the time that you counted the money of William Anderson at the wagon yard was between the 10th and the 20th day of October, 1894?

A. No, sir; I didn't state that.

Q. Did not you state at another time in your examination as a witness that this counting of the money by you took place between the 20th and the 30th of October?

A. Yes, sir; I stated that.

Q. You did not state first and you did state the last?

A. Yes, sir.

Q. You spoke of employing Mr. Laughlin. You agreed to pay him a fee, Mr. Finley?

A. Well, of course, he expected something for his trouble.

Q. You did pay him a fee?

A. Well, yes, sir; I gave him a little.

89 Q. You advanced the money to pay him the fee?

A. I advanced the money—no, sir.

Q. Was the money paid by William Anderson?

A. Well, I paid him out of William Anderson's money that he give me at the wagon yard. As I stated, I kept the money until the next day.

Q. Did you keep the money out to pay Mr. Laughlin? How much did you pay Mr. Laughlin?

A. Well, I give him $5.

Q. You have taken a great deal of interest in the matter, have you not, Mr. Finley?

A. Well, I don't know that I have taken any more than I ought to, after the old man requested me to.

BLEED THROUGH

Q. And you have taken a great deal of interest in the case?
A. Well, I had some interest in the old nigger. I had known him ever since I was a very small boy.
Q. And you have had a good deal of feeling in this case, too, haven't you?
A. Well, I don't know that I have.
Q. Did you state anything to the jury before about having employed Mr. Laughlin and paying him this fee out of Anderson's money?
A. No, sir; I don't think I did.

Re-examined by Mr. SIMONTON:

90 Q. Mr. Finley, counsel have asked you now why you did not tell about this cow transaction before. I want to ask you if you were asked anything about it?
A. No, sir.
Q. Was your attention called to it in any way by any one?
A. No, sir.
Q. You were further asked if you testified before about Anderson's telling you at the wagon yard that he had not gotten enough money. Now, I want to ask you whether the fact is that you were not permitted to tell the facts there, on the objection of my friends here, the defendant's lawyers, about what Anderson did tell you at the wagon yard. The- objected to your stating it?
A. Yes, sir.
Q. Those questions you were not permitted to state before?
A. No, sir.

Recross-examined by Judge GREER:

Q. Mr. Finley, let me refresh your memory. When you were called in rebuttal—that is, put on the witness stand the second time—it was then that you were asked, was it not?
A. Yes, sir.
Q. Why you thought there ought to be more money?
A. Yes, sir.

91 Q. Was there any effor*d* made on your part at that time to explain that it was because Anderson had thought he was not treated right?
A. Well, I did not understand your question at that time, Judge, was the reason I answered that way.
Q. Then, how did you come to answer it that you had no reason, but just guessed it?
A. Well, you were asking me what grounds—what right I had to suppose there was any more.
Q. And you answered that question by saying, "I don't know; I just guessed it," did you not?
A. I just supposed; yes, sir.
Q. And you did not offer to state that William Anderson had said anything to you about it?
A. No, sir; I didn't state that.

POOR COPY

Q. I omitted a question just now.

The COURT: Ask it.

Judge GREER:

Q. Mr. Finley, when you came in that morning—I allude to the day that you counted the $50—you and Anderson got here early in the morning, did you not?

A. It was between 10 and 11 o'clock, I think, when we got to the town.

Q. And it was about 3 o'clock when you met him at the wagon yard?

A. Between 2 and 3 o'clock.

Q. You got here between 10 and 11 in the morning, and you saw him start on off to Mr. Humes' office, and then you did not
92 see him any more until between 2 and 3 o'clock, at the wagon yard. That is correct, is it not?

A. Yes, sir.

Q. Where the old man had been in the meantime or what he had done you, of your personal knowledge, do not know?

A. No, sir.

Re-examined by Mr. SIMONTON:

Q. Are you definite about the time of day that you came to the city and the time that you saw him in the afternoon?

A. Well, not very definite; only, as well as I remember, it was between 10 and 11 when we came it.

Q. That is your recollection about it now?

A. Yes, sir.

Q. You were asked just now by counsel why you did not give this explanation which you now give; why you stated that you just guessed so. I wan't to ask if you remember the connection in which the question was asked you; to what your attention had been directed just before. Had there been any allusion to any conversation between you and Anderson?

A. Not that I remember.

Q. Do you remember whether or not the questions just before that had been what you knew about the pension matters yourself and knew what he ought to have received yourself?

(Objected to by counsel for defendant as leading. Objection sustained by the court.)

93 Q. Do you remember what line of inquiry just preceded the question which the- put to you as to why you knew or did not know how much pension money he would receive?

A. Well, no, sir. I believe I don't remember just how that was.

H. W. LAUGHLIN, a witness for the Government, being first duly sworn, was examined by Mr. Simonton as follows:

Q. Tell the jury your name.

A. H. W. Laughlin.

BLEED THROUGH

Q. Where do you reside?
A. I reside at Raleigh, Tenn.
Q. Have you an office here, and where is your office?
A. I have; at 43½ Madison street.
Q. Your profession is what?
A. I am a lawyer.
Q. Do you know William Anderson and Peter Finley?
A. Yes, sir.
Q. How long have you known them?
A. Well, I have known William Anderson, perhaps, something over a year, and I have known Peter Finley nearly all my life.
Q. You know the defendant, Lowry W. Humes?
A. Yes, sir.
Q. Well, were you at Mr. Humes' office at any time last fall—in October—in company with Mr. Finley?
A. Well, I was there about a year ago or—perhaps, I should say last fall; whether it was October or November I could not be positive, but one of those months—along there.
94 Q. How came you to go there?
A. I went there at the solicitation of Mr. Finley for the purpose of finding out from Mr. Humes the particulars as to the payment of the pension money to William Anderson.
Q. Had you been to Mr. Humes' office that same day previous to that time?
A. I could not be positive that I had. I may have done so. I might have gone there for the purpose of telling him that they were coming in. I have no positive recollection as to that.
Q. Did you know they were coming in?
A. I could not be positive now that I did know they were coming in on that particular day. My impression is, though, that I did -now it.
Q. I wish you would state now what occurred when you went down there, and did Mr. Finley go with you?
A. Mr. Finley went with me; yes, sir.
Q. What occurred when you got down to Mr. Humes' office?
A. Well, I went, as I say, at Mr. Finley's solicitation, to Mr. Humes' office, and there asked him for an explanation of the amount paid Anderson and for information generally about his pension. I believe that I did the talking myself, or did the most of it. I believe I commenced the conversation by saying,
95 "I see you have paid the old negro $50." He said, Yes; that his pension money had come that morning in the morning's mail, $60, $10 of which had been retained by him as an attorney's fee, and the balance, $50, he paid over to William Anderson. I asked him further as to the evidence that William Anderson had about his pension or of his pension, and he stated that his books would be the evidence that the pension had been granted him.
Q. What was it you asked him about that?
A. What evidence William Anderson had that the pension had been granted him. He stated that his books would be the evidence that his pension had been granted. Finley and William Anderson

H POOR COPY

were under the impression that if any pension had been granted at all—I will say William Anderson—I, perhaps, should say that Mr. Finley knew that if any pension had been granted at all it should have been commenced with a large amount.

Q. The first payment?

A. Yes, sir; and we asked Mr. Humes about that, and he said the reason why it was as small as $60 was because this pension—

96 William Anderson's pension—had been granted under the new law, and that the Government had quit allowing large amounts in commencing pensions with. That is the substance of the conversation, as I remember it.

Q. Was anything said about his pension check?

A. No, sir.

Q. Was anything said about his having gone to the bank and gotten the money for himself?

A. No, sir.

Q. Was anything said about the amount that he was entitled to being $400 or $500?

A. No, sir.

Q. But he explained to you how it was only $50 or $60?

A. Yes, sir; that was his explanation.

Q. Do you remember what day of the week that was?

A. No, sir; I have no recollection at all as to the day of the week, or of the month, either.

Cross-examined by Judge GREER:

Q. Mr. Laug-lin, you had been employed before that as attorney about this matter?

A. Yes, sir.

Q. Mr. Finley was the person who employed you?

A. Yes, sir.

Q. You know William Anderson very well?

A. Well, I did not know William Anderson at the time that he employed me.

Q. But you knew that it was about William Anderson's business?

A. Oh, yes, sir.

Q. You had seen William Anderson before that time?

97 A. Yes, sir; I had seen William.

Q. You had seen him often?

A. I think I could say I had seen him several times. I think I saw him, perhaps, once or twice coming in on the car with Mr. Finley.

Q. You have an impression on your mind that you expected them in that morning?

A. Yes, sir.

Q. And you had been around to Mr. Humes' office?

A. That is my impression.

Q. Why would you be around at Mr. Humes' office that morning?

BLEED THROUGH

A. Well, merely to tell him if I did go. I don't know that I did go.

Q. If you had met William Anderson——

A. I have no recollection that I did meet him.

Q. If you had met him while you were around there telling Mr. Humes about their coming and he was your client, you would have gone back with him, would you not?

A. Well, I expect I would.

Q. The conversation you had in Mr. Humes' office was a very brief conversation?

A. Well, yes; I believe it lasted only a few minutes.

Q. So brief, I believe you testified, that you did not sit down in the office?

A. Yes, sir.

Q. You were there only a few minutes?

A. Yes, sir.

98 Q. You remember that you were discussing the difference between the new and old pension laws; that was a part of the conversation?

A. Yes, sir. He told me the pension had been granted under the new pension law.

Q. And that did not allow as much as the old pension law?

A. Yes, sir; so Mr. Humes told me.

Q. Was anything said there by Mr. Humes to the effect that this was all the money that he got? Was it not simply your introducing the question, "I see that you paid the old man $50"?

A. Yes, sir; that is my recollection, that I commenced the conversation.

Q. Was anything said by Humes to the effect that this was all the money the old man had?

A. I don't think he used the word at all.

Q. That day did you see Anderson at Mr. Humes' office?

A. I say I do not remember his using the word "all." He said his money had come that morning in the mail.

Q. And you remarked, "I see you have given the old man $50"?

A. Yes, sir.

Q. Had you seen the old man, Anderson, that day at all?

A. I have no recollection of it; I do not remember to have seen him.

Q. Who paid the $5? Mr. Finley?

A. Mr. Finley.

99 Q. You were ready to receive the fee as early as you could get it and told them it had been received?

A. Yes, sir.

Q. It was paid you by Mr. Finley. Did you execute any receipt to him?

A. I don't think I did; no, sir.

Q. Mr. Laughlin, about the retaining of $10 as an attorney's fee, it is not a clear memory to you that he said he retained it or that he said it was retained?

H POOR COPY

A. Well, I won't say that he said he retained it as "my attorney's fee."

Q. Whether Humes was the attorney or somebody else was the attorney you would not undertake to state?

A. No; I would not undertake to state that.

Q. Have you been requested to make any statement about this case before you were subpœnaed as a witness?

A. Yes, sir. I was called upon by a pension agent or examiner or inspector or whatever his official position may be. It was by Mr. Ragsdale.

Q. The gentleman sitting here—Mr. Ragsdale?

A. Yes, sir.

Q. He called upon you and got you to make a statement in writing?

A. No; he did not take my statement in writing.

Q. And you were not sworn at that time?

100 A. No, sir.

Q. Mr. Laughlin, I note that I asked you before and will ask you again, you did not go into any details with Mr. Humes about the exact details of this pension or about the cashing of the check?

A. No, sir; nothing was said about any check at all.

Q. You did not ask him anything about these vouchers?

A. No, sir.

Q. Though you are a lawyer, you have not prosecuted any pension claims?

A. No, sir; I never have.

Q. And there was no discussion by you about when his vouchers should be sent on or when his checks should arrive?

A. No, sir.

Q. Or whether any had arrived?

A. No, sir.

Re-examined by Mr. SIMONTON:

Q. You say there was no discussion about that, but you did ask what papers the old man had to show that he was a pensioner?

A. Yes, sir; to show that he had a pension granted, and he remarked that "My books will show that."

A. FINLEY, a witness for the Government, being first duly sworn, was examined by Mr. Simonton as follows:

Q. What is your name?

A. A. Finley.

101 Q. Are you any relation to Peter Finley?

A. I am his father, sir.

Q. Where do you live?

A. I live four miles north of Raleigh.

Q. You and Peter Finley live together?

A. Yes, sir; both together.

BLEED THROUGH

Q. Do you know William Anderson?
A. Yes, sir.
Q. Do you know anything about what was his condition of health last October and last fall?
A. Yes, sir.
Q. Well, what was it? State whether he was hearty and strong and robust or otherwise.
A. Well, sir, he was in very bad health at that time, hardly — to get about at all; in fact, he was under the doctor part of the time.
Q. Do you know of his coming to the city of Memphis in October at any time?
A. Yes, sir.
Col. GANTT: Mr. Finley, don't answer unless you came with him.
A. Well, I didn't come with him. My son came with him.

Mr. SIMONTON:

Q. Do you know of his coming to Memphis at any time in October by himself?
A. No, sir; I do not.
Q. Do you know whether he was in a condition to have come to the city by himself at that time or not?

(Objected to by counsel for defendant as matter of opinion
102 of the witness.)

The COURT: He may ask him the question if he was physically able to take the trip.

Mr. SIMONTON:

Q. Was he physically able to have made the trip to Memphis at that time alone?
A. I don't think he was able at that time.

The COURT: You had better let him state what his condition was.

Mr. SIMONTON:

Q. Do you know whether he had any money or any conveyance of his own?
A. Well, he told me he had not.
Q. Do you know whether he had any conveyance or horse?
A. He had no horse and no conveyance at all.
Q. Did he have any money that you know of?
A. None that I know of.
Q. Was he owing you anything at that time?
A. Yes, sir; he was owing me for a cow and calf.
Q. He had not paid you, then?
A. No, sir; he had not paid me.
Q. Were you paid finally?
A. Yes, sir; he paid me.
Q. Do you know whether or not when you were paid he had been to the city of Memphis recently before that time?

H POOR COPY

A. He had been there the day before he paid me; had been there on the 29th and paid me on the 30th.

Q. Did you write a receipt?

A. Yes, sir.

103 Q. Can you see that (handing paper to witness)?

A. That is my handwriting, sir.

Q. Is that the receipt you gave him?

A. Yes, sir.

The COURT: Now, you object to so much of his statement as says the witness was not able to come?

Judge GREER: Yes, sir.

The COURT: Well, I will exclude that and sustain the objection. You may look to the circumstances.

Mr. SIMONTON: The testimony as to what his physical condition was remains in?

The COURT: Yes, sir.

Cross-examined by Judge GREER:

Q. William Anderson was renting from your son?

A. Yes, sir.

Q. He was renting from your son and raised a crop there?

A. Yes, sir. He and my son were working together on my plantation, but he was working with me. I had lost all my family and I gave up the management of the place to my son; he was renting to William Anderson.

Q. William Anderson worked on shares?

A. Yes, sir; a share crop.

Q. He raised a crop of cotton and corn that year?

A. Yes, sir.

Q. A pretty good crop, too, wasn't it?

104 A. Yes, sir; pretty fair.

Q. He had about ten acres in cotton?

A. Something about that.

Q. How much corn?

A. I think probably about five acres in corn.

Q. Ten in cotton and five in corn?

A. Yes, sir.

Q. Well, the crop was all laid by—all that you are talking about?

A. Yes, sir. They were picking cotton at that time.

Q. The old man had gotten over the farm plowing?

A. No, sir; he was not able to plow.

Q. A hoe hand, wasn't he?

A. Yes, sir. I think he hoed a little through the crop season. At this time they were picking cotton.

Q. If he came to town three times nobody had to help him walk anywhere, did they?

—. No, sir. He could walk, but it was very slow.

Q. But he could get on this car out there and sit on it?

A. Yes, sir; by a little help from my son when he got in the buggy at home and when he got out.

BLEED THROUGH

Q. Sitting on the cars at Raleigh don't take any exertion?
A. No, sir.
Q. And while the old man walks slowly he gets along?
A. Yes, sir; he can walk slowly.
Q. He can walk a mile or two right along, can't he?
105 A. Well, not without resting, I don't think.
Q. Well, if he took his time he could have got there?
A. He could have got there if he took his time, but I don't think he would have got there very soon.
Q. I understood you to say he could walk along if he stopped and rested a little; could walk two or three miles?
A. I suppose he could; I don't know.
Q. Well, if you were told he had walked two or three miles——

(Objected to by the district attorney and sustained by the court; to which counsel for defendant excepted.)

A. I never saw him walk that far. At that period of time I suppose he could have walked a mile, maybe.
Q. The old man paid you for the cow?
A. Yes, sir; he paid me.
Q. This receipt says received of him $15.
A. Yes, sir.
Q. Was this receipt right?
A. Yes, sir; that is right.
Q. That tells the way it happened, does it?
A. Yes, sir.
Q. This says, "Received of Mary Ann Anderson."
A. Yes, sir. That was his wife. He did not come over that morning. His wife came over.
Q. This is dated the 30th day of October.
A. Yes, sir.
106 Q. Well, now, Mary Ann did not hand you that money at all, did she?
A. Yes, sir; she handed me the money.
Q. She hand- you the money, Mr. Finley?
A. Yes, sir.
Q. Stop and think of that. Did Mary Ann hand you the $15 herself?
A. Well, I think maybe I may be a little mistaken. My son had the money that he had brought from Memphis in his possession at that time, and she came up and said that William Anderson had told her to come up and get the money from my son, but whether she paid it to me I won't be positive.
Q. You don't know whether she handed it to you or not?
A. I don't know for certain; I don't recollect.
Q. You wrote out this receipt, but you do not know whether he had been to town the day before or not, of your own knowledge?
A. No, sir; my son told me he brought him here.
Q. How old a man is he?
A. William Anderson? Well, sir, it would be hard to tell; he

GH POOR COPY

has got no records; but I have known the old man a good
107 many years myself. When I first came to this country I thought he was about 30 years of age, and that has been 30 or 40 years ago.

Q. You knew him when a slave, then?

A. Yes, sir; I lived within a mile or so of him.

Q. He cannot read or write?

A. No, sir.

Q. A dull, slow old fellow?

A. Dull and slow.

Q. He cannot count money?

A. Well, I don't suppose he could count bills of money; he can count silver money.

Q. He gets drunk occasionally?

A. He used to get drunk; I have not seen the old man drinking for a long while.

Q. Does he go to Raleigh often?

A. No, sir; hardly ever at all.

Q. Goes to church?

A. No, sir; he don't go to church; hardly ever. He ain't a member of the church, that I know of.

J. J. MURPHY, a witness for the Government, being first duly sworn, was examined by Mr. Simonton as follows:

Q. Mr. Murphy, where do you live?

A. I live in Knoxville, Tenn.

Q. Are you employed in the Government service in any manner?

A. In the pension agency at Knoxville.

Q. What is your particular employment in the pension agency there?

A. I am assistant chief clerk.

Q. Who is the chief clerk?

A. Dr. Morrow.

108 Q. Do you know J. M. Cates?

A. Yes, sir.

Q. What position did he hold, if any, in the department?

A. He is called the designating clerk. He is designated to sign the checks.

Q. I will ask you if you can identify that check.

(Hands check to witness.)

The COURT: Is that the first check?

Judge GREER: We do not object. We concede that that is a genuine check that came from that office covering this pension.

Mr. SIMONTON:

Q. Now, I want to ask you if you can identify that paper.

(Hands another paper to witness.)

Col. GANTT: What is that paper?

Mr. SIMONTON: The voucher that goes with check.

Judge GREER: We concede the genuineness of that.

BLEED THROUGH

(The check and voucher were here offered in evidence by the district attorney and read to the jury.)

Mr. SIMONTON:

Q. Is that sort of paper necessary in the course of business in the office at Knoxville to issue a pension check on?
A. It is.
Q. Is that the pension check that went with this voucher?
A. It is; that check was issued on that.
Q. I wish you would read that check.

(Check dated October 3d, 1894, was here read to the jury by the witness.)

109 Q. Is there a mark of payment on that?
A. It is marked Paid October 11th, 1894.
Q. Is the Government stamp "paid" on there, too?
A. "Received payment through New York clearing-house. National City Bank of New York." I suppose that is the Government stamp.
Q. What is that there?
A. "Paid October 11th, 1894, New York."
Q. That is the stamp?
A. Yes, sir.
Q. That voucher shows a pension for what time?
A. From the 18th of October, 1890, to the 4th of August, 1894.

The COURT: The correctness and genuineness of the papers are conceded, Col. Simonton; also the Bloodson and Haynes checks and vouchers are genuine and came to the office just as this one did.
Judge GREER: Yes, sir; we concede that.

Mr. SIMONTON:

Q. Do you know the handwriting of the defendant, Lowry W. Humes?
A. Yes, sir.
Q. Have you ever seen him write at all?
A. No, sir.
Q. Have you seen papers purporting to be in his handwriting which he acknowledged to be his writing?

(Objected to by counsel for defendant as incompetent.)

Mr. SIMONTON: Well, we will prove that by some one else.
110 Judge GREER: That these checks are witnessed by him in his handwriting, we concede that.
The COURT: And you want to prove that Anderson's name was signed to it in Mr. Humes' handwriting?
Judge GREER: We admit it. We do not think this witness could prove it, but we admit it.
Mr. SIMONTON: Then, I have the record of Isaac Bloodson from the pension rools at Washington.
Col. GANTT: While *the* may admit the handwriting, we may not admit that the papers are competent.

SH POOR COPY

(The checks, vouchers, and certificates of William Anderson, Isaac Bloodson, and Joshua Haynes were all admitted and considered as read to the jury.)

Cross-examined by Col. GANTT:

Q. What is the first notice that you get that a pension has been granted?

A. We get a pension certificate from the Commissioner of Pensions, with an order to inscribe it on our list.

Q. And then you have a record of it there?

A. Yes, sir.

Q. Now, then, do you have the amount to which the pensioner is entitled?

A. We have the rate, the date of the commencement of the rate, and we figure out the amount.

Q. And you can ver*ily* easily make the aggregate; and then, when that is done, what do you do with the certificate?

111 A. Send it to the Commissioner with the voucher.

Q. What must be done with that voucher?

A. The voucher has to be executed and returned.

Q. Does that voucher contain the amount to which he is entitled according to your record there?

A. It does; yes, sir.

Q. Does it separate the amount to which the pensioner is entitled from the amount to which the attorney is entitled?

A. No, sir. It is all together; all included in the receipt.

Q. When you send the checks back do you send one check for the pensioner and one for the attorney?

A. Yes, sir.

Q. The attorney's fee is what—$10?

A. Yes, sir; in some instances.

Q. And that is the course of business?

A. Yes, sir.

Re-examined by Mr. SIMONTON:

Q. When the voucher has come to your office, duly executed, you mail that to your post-office address of the purchaser?

A. Yes, sir.

Q. How do you know the post-office address?

A. We take that as sworn to in the voucher.

Q. You send a voucher and a check?

A. If the pension is a continuous one, we send a voucher for the next quarter.

Q. In the same envelope with the check?

A. Yes, sir.

Q. A check is executed, and then a voucher for it for future payment?

A. Yes, sir; in a continuous pension.

BLEED THROUGH

112 Q. The first one you get the date at which it begins and the rate, and you calculate that and put that in the first voucher?

A. Yes, sir.

Q. That is put in the receipt?

A. Yes, sir.

Q. And the voucher is for the full amount; but, when the check is drawn in favor of the pensioner, less the fee that may be allowed to the attorney?

A. Yes, sir.

Q. Where is that fee allowed and what do you do about it?

A. We are notified by the Commissioner of Pensions and instructed to pay that at the same time we are instructed to inscribe it. On the first payments two checks are drawn, one to the pensioner and one to the attorney.

Q. After that are any other attorney's fees allowed?

A. They may be if the Commissioner of Pensions directs it.

Judge GREER: We wish to say that we think that probably what is proven as to subsequent checks and subsequent vouchers after the first one—and that is the thing in issue here—may be a little bit enlarging the case and probably not competent. We will make a motion about that. We do not want to concede that.

The COURT: I understand you only concede their genuineness now. Make that objection later, and I will rule on it.

113 TUESDAY, *December 10th*, 1895.

ISAAC BLOODSON (colored), a witness for the Government, being first duly sworn, was examined by Mr. Simonton as follows:

Q. Your name is what?

A. Isaac Bloodson.

Q. Were you a soldier in the late war?

A. Yes, sir.

Q. In what company and regiment?

A. 49 colored infantry, Company H.

Q. Did you make application for a pension?

A. Yes, sir.

Q. Where were you living then?

A. I was livin' down below Nonconnah on Mr. Craig's place.

Q. In Shelby county?

A. Yes, sir.

Q. To whom did you make the application?

A. Mr. Deadrick was the first one had it.

Q. Where was his office?

A. His office was out here in this street—out here.

Q. Did you get a pension while Mr. Deadrick was here?

A. No, sir.

Q. Well, who did you go to after he left?

A. I went to Brother Copeland.

Q. Did you go to anybody else?

POOR COPY

A. Yes, sir; I took it away from Mr. Copeland and carried it to Mr. Humes.

Q. Did you ever get any money on that application for pension?

A. I got it from Mr. Hume.

Q. When did you get it—the first you got?

A. Well, as nigh as I can ricollect, the fust I got I got it
114 Mr. Hume 'long in Christmas week.

Q. What year?

A. This last gone Christmas.

Q. And you got how much?

Ans. $50.

Q. Whereabouts was his office then?

A. His office was down here on this street facin' on Court square.

Q. On the street running to Court square?

A. Yes, sir.

Q. Do you know what they call the street?

A. No, sir; I don't know what they call it; at least, I don't know none the streets.

Q. Where had your mail—your pension letters—been going at that time?

A. It had been goin' to Mr. Copeland.

Q. After it ceased to go to Mr. Copeland, where did it go then?

A. I took an' fotched it to Mr. Humes.

Q. Tell the court and jury all about the payment he made to you of that money.

A. Well, I went to Mr. Humes, and I started from home an' I come up here by Mr. Humes' office, an' I stopped there an' went upstairs, an' when I stepped in his office he said, "Hold on, Uncle Ike, I'll tend to you directly." Well, I stood thar, I reckon, 'bout 10 or 12 minutes. Mr. Hume comes out the door an' comes in this room whar I was an' next to the door as you go downstairs,
115 an' he says, "Here, Uncle Isaac, here's $5." I crams it in my pocket. an' he hollers to me, "Uncle Isaac, you needn't come no more under three months." I says, "Yes, sir." I gets in my buggy an' goes on out to Mrs. Snyder's; never stopped nowhar at all, an' when I gets out thar my old lady asked me had I been by the office. I says, Yes. Asked me, Did I get anything? I said, Mr. Hume give me $5.

(Objected to by counsel for defendant as hearsay.)

Q. What did you do with the money?

A. Pulled it out my pocket an' handed it to the old lady, an' she was countin' it; stood by the table; an Miss Anna says, "Aunt Martha, what's the matter?" She says, "Nothin', only the old man has drawed a pension."

Q. That is improper to tell what she said. Was your wife counting it?

A. Yes, sir; an' Mrs. Snyder came; Mrs. Snyder came in thar, an' she says——

Q. No; you can't tell what she said; you can't tell their conver-

BLEED THROUGH

sation. I reckon I might ask him the result of her count, if he knows it.

Judge GREER: That would be a hearsay statement. Mrs. Snyder is here as a witness.

116 The COURT: He may state that she counted it, if she did; then, if you have got her here, you can put her on the stand.

Q. Can you tell when that was? You say that was in the Christmas, do you?

A. Yes, sir.

Q. Do you mean that was before or after Christmas day?

A. That was after Christmas day.

Q. And was it before New Year's?

A. Oh, yes, sir.

Q. In the Christmas week, but after Christmas day?

A. Yes, sir.

Q. Where do you live?

A. Right here on Springdale avenue.

Q. And where does Mrs. Snyder live?

A. She lives up here on that side the race-track.

Q. How far is it from where you lived to where she lived?

A. I reckon it's between 3 and 4 miles.

Q. How far do you live from town? You say you live at Springdale?

A. Well, I reckon I lives 'bout three mile from town, from the mile post.

Q. How far is it out to Mrs. Snyder's from town?

A. This way, I reckon it's 'bout four mile.

Q. And you about how many miles from her?

A. I reckon I'm 'bout 3 or 4 mile from her.

Q. Is the nearest way to her house to come through town or some other way?

117 A. No, sir; my nearest way is to go by Young's.

Q. Who was down at Mrs. Snyder's when you went there? How came you to be going to Mrs. Snyder's?

A. Well, I was there of a Sunday. I went down to see Mr. Snyder. Mr. Snyder's always at home of a Sundays anyhow; he staid here in town, an' while I was there he give me some work to do. He told me——

Q. You need not tell what he told you; but you were out there on Sunday, and you can tell that you had a conversation with him, but not what it was. If you did anything after that conversation, tell that.

A. Yes, sir. Well, I done some plowin' there; sot out some trees that Monday; went back and got there, say, bright an' early Monday; eat my breakfast there.

Q. If I understand you, you were down at Mr. Snyder's on a Sunday. Was that the Sunday before Christmas?

A. Yes, sir.

Q. And after talking to Mr. Snyder you went back there on Monday morning?

H POOR COPY

A. Yes, sir.
Q. What were — doing there Monday?
A. I done some plowin' for her an' sot out some trees.
Q. Who was there that day?
A. Her daughter—Mrs. Snyder's daughter—an' her little
118 baby. Mrs. Snyder was gone to town.
Q. That was Monday. Now, how long was that before Christmas?
A. Well, that was, like this is Monday an' next day was Christmas.
A. Christmas was the next day, and you were at Mrs. Snyder's the day before Christmas?
A. Yes, sir.
Q. What did you do that Monday after you did that work, and where did you go Monday, if anywhere?
A. I went home Monday evenin'.
Q. Have you got a wife?
A. Yes, sir.
Q. Where was your wife that day?
A. She was at home.
Q. On Monday?
A. Yes, sir.
Q. You spoke of her being down at Mrs. Snyder's after that. When did she go and how came she to go?
A. Mrs. Snyder sent her little boy after her, an' her littles' boy come, an' said come an' take Christmas with her.
Q. When did that youngest boy come to your house?
A. Come Monday evenin', right behind me, before I took my horse out of the buggy.
Q. How did your wife get to Mrs. Snyder's?
A. He carried her in the spring wagon.
Q. What day was it you came in to Mr. Humes' office, as
119 you detailed here awhile ago?
A. Let me see. I believe the old lady staid there two days, an' next day, I believe, I went down there; believe she staid there two or three days—two days, anyhow; an' then I come by town here an' went on out to her house.
Q. On the next day you went to do the plowing and put out the trees, did you come by Mr. Humes' office at all?
A. Oh, no, sir; I had my wagon out there to do the plowin' an' when I had my buggy I come through town.
Q. That was after your wife had been there two or three days?
A. Yes, sir; an' I went up there after her.
Q. And it was on the trip going after your wife that you went to Mr. Humes' office?
A. That's it precisely, sir.
Q. Well, now, the day that you went down to Mr. Snyder's and did that plowing, were you in town at all that day—in the city here?
A. Oh, no, sir.
Q. Well, on the day that you went to Mr. Humes' office and he

BLEED THROUGH

paid you the $50, as you have stated, was anybody else in the office?

A. Well, the office was full, but he called me outside the door.

Q. Can you read and write?

A. No, sir.

120 Q. If you had signed a paper like that (showing witness a paper) on that day, would you know it?

A. Oh, yes, sir.

Q. Well, did you sign that paper—make a mark on the back of that paper?

A. No, sir; I never made no mark.

Q. The day you got the money?

A. No, sir; never seed no paper like that; never seed no paper.

Q. What did he say about the $50, whether that was all that was coming to you?

A. No, sir.

(The Bloodson check for $567.25 was then read and shown to the jury.)

Q. I asked you a minute ago when he paid you the $50 was anything said between you and him whether that was all or whether that was right or not?

A. Didn't say nothin' at all. I just put it in my pocket an' was gwine down the stairs an' he hollered to me as I was gwine down the stairs I needn't come back no more for three months.

Q. When did you file your application for a pension?

A. I don't know nothin' at all 'bout that.

Q. You don't know how long ago it was?

A. No, sir.

Q. Did you get anybody else to count the money for you?

A. Yes, sir.

Q. Who was that?

A. That was Mr. Copeland.

121 Q. Well, after he had counted the money for you what did you do then?

A. He counted the money for me an' I went to him an' I asked him—I says——

Q. You can't tell what you asked him. Did you get him to do anything?

A. Yes, sir.

Q. What did he do?

A. I told him I'd give him a dollar if he'd write me a letter to city of Washington, to know how much money was due to me. I couldn't get no understandin'——

(Objected to by counsel for defendant as incompetent.) Objection sustained by the court and the last answer excluded.

Q. Well, what did you do after you spoke to Copeland? Did you see him write any letter for you?

A. He wrote it of a Saturday night.

Q. Do you know whether it was put in the mail or not, yourself?

POOR COPY

A. I come right down here.

Q. Did you come with it?

A. Yes, sir; come right down here an' mailed it an' backed it an' put it in the box myself.

Q. Did you get an answer to it?

A. I didn't get no answer. Mr. Humes got the answer.

Q. How do you know?

A. Beca'se I was here talkin' to Mr. Johnson—at his office
122 up here—an' this one-armed man come *come* to me an' said, "Mr. Humes want you to come to his office."

Q. Don't tell what the one-armed man said. Anything said where Mr. Humes was you can tell, but not what was said when Mr. Humes was not there.

A. Well, the conversation I had, I went to Mr. Humes' office, as he sent for me, an' I stepped in the door; he said, "Howdy, Uncle Ike?" I said, "Howdy, Mr. Humes." He said, "Uncle Ike, you sent a terrible letter to Washington city 'bout me." I said, "Mr. Humes, I had to do somethin'; couldn't get no understandin' 'bout how much money was due me."

Q. Go on and tell all that occurred between you and Mr. Humes.

A. He said, "Uncle Ike, I wouldn't take a five cent of it to save my life." Well, I told Mr. Hume that I didn't say that he would.

The COURT:

Q. What was it Mr. Humes said?

A. Said he wouldn't take a five cent from me to save his life. I said, "Mr. Hume, I didn't say that you would, only I just wanted to get some understandin' how much was coming to me."

Q. How long was that after Christmas after you got your $507?

A. I reckon that was on—let's see——

123 Q. I am talking about the time you were talking to Mr. Humes, not the time you sent the letter off.

A. It was after Christmas, I guess. It was after Christmas—after that Sunday I had the letter wrote.

Q. How came you to go to Mr. Humes' office to get your pension money? Did you know it had come?

A. No, sir; I didn't know whether it had come or not. I just went there to get a hearin', or to get a letter, or somethin' or 'nother. I had no idea there was any money there for me. I was very glad when I got there.

Q. Did he say anything to you about how long it had been there?

A. No, sir.

Q. Did he say anything to you about signing any papers at that time?

A. No, sir.

Cross-examined by Judge GREER:

Q. Ike, you are a very tall man, are you not?

BLEED THROUGH

A. Not so very tall; somethin' 'bout six feet or so; I reckon a little over six feet.

Q. And your hair and beard are white, and were so last Christmas, as much as they are now?

A. Well, I don't know, sir, how white they was. I never took notice 'bout that, whether they're any whiter.

124 Q. Just about the same you have looked for several years, are you not?

A. I reckon so.

Q. And you say it was not the Monday before Christmas that you went to Mr. Humes' office?

A. For what?

Q. For your money.

A. Oh, no; you got that wrong; I never went there then.

Q. I said you have told the jury that it was not the day before Christmas you went to Mr. Humes' office for the money?

A. When I went to Mr. Humes' office for the money it was 'long in the Christmas.

Q. And after Christmas day?

A. No, sir; I don't know; yes, sir; of course, that was 'long in the Christmas.

Q. Do you feel any certainty about it—about when you went there?

A. I had no recollection 'bout what time or what day it was, only I know it was 'long in the Christmas week.

Q. And you know it was after Christmas day, now that you think of it?

A. Yes, sir.

Q. Don't you know that you were there the day before Christmas?

A. Well, I might have been there the day before Christmas lookin' for a letter.

125 Q. Did you just now tell the jury that you were not expecting any money?

A. Listenin' for a hearing an' expectin' it. I didn't know whether there was any money or not; didn't know but what Mr. Hume might have got some papers like he had.

Q. And you might have been there the day before Christmas about that? Do I understand you to tell the jury that?

A. Yes, sir; I didn't say nary time I was there, but I don't think I was there the day before Christmas, because it was a right smart while.

Q. Did you not say in answer to my question awhile ago that you might have been there the day before Christmas?

A. Did I say that?

Q. You don't remember what you did say a moment ago?

A. Yes, sir; I do.

Q. Don't you remember in answer to Mr. Simonton you said you were plowing all that Monday?

A. Yes, sir; I was.

Q. Now, you know you were not there, don't you?

GH POOR COPY

A. Where?

Q. At Mr. Humes' office.

A. No; I wasn't at Mr. Humes' office, beca'se I was plowin'.

Q. Then how was it you did not know just now?

A. You takin' me every kind of a fashion now. I had to study for you; you're gone. I can call the same words I said awhile ago.

Q. Then do it.

126 A. As I said, I was at Mrs. Snyder's plowin' o' Monday, an' I done the plowin' o' Monday an' sot out some trees.

Q. Now, when was it you got that letter written to find out about how much money you ought to have gotten?

A. Sunday follow'in'—Saturday follow'in'. I come here an' backed it.

Q. You did not say anything to Mr. Humes about not getting enough money?

A. I didn't say anything to him 'bout gettin' any money at all.

Q. You went off and got a man to write about it?

A. To get some understandin' 'bout it.

Q. When he handed you the $50 why didn't you say, "This — not all that is coming to me"?

A. I didn't know.

Q. How did you know the Saturday afterwards?

A. By folks talkin' an' tellin' me an' other people whar was drawin' pensions, an' I seed how much they drawed, an' I seed papers they had, an' I didn't have 'em.

Q. You knew how much was coming? You knew that you would get $36 four times a year?

A. No, sir; I didn't have time to count it, and I know he said I'd get it every three months.

Q. Did you know how much you were to get at this time?

A. No, sir; I didn't know 'bout how much I was to get, but then I knowed what I did get. Mr. Hume give me $30 once, an' I went home an' counted it, an' I got Mr. Oates to count it. Mr.

127 Oates he done read my voucher.

Q. I did not ask you about the details of that. Is it not a fact that you knew that what was being allowed these old soldiers was $12 a month for their back pay?

A. Oh, no, sir. I didn't know nothin' 'tall 'bout that. I just heard 'em say.

Q. When Mr. Deadrick made your application for a pension did not he tell you you were going to get back pay?

A. No, sir.

Q. Your friend, Mr. Copeland, did not he tell you anything about your going to get back pay?

A. He say I get pay from the time I put in my papers.

Q. And did not he tell you that it would be several hundred dollars?

A. He say several hundred dollars.

Q. You knew all that before Mr. Humes handed you $50, because Mr. Copeland had already told you?

BLEED THROUGH

A. I know Mr. Copeland say if I put in for the old claim that ought to be the rise of four or five hundred dollars comin' to me.

Q. And you knew that, and when Mr. Humes handed you the $50 why did you not say to him, "I was to get the rise of $400 or $500"?

A. I wasn't to contradict his word. He was put there to do my writin'.

128 Q. You did contradict his word by writing off to the Pension Office that week?

A. I see what the others got.

Q. Why did not you say something to Mr. Humes about it then?

A. No, sir; I never said nothin' 'tall to Mr. Hume 'bout it. I never had no argument with him.

Q. You did not come back and see if there was not a mistake?

A. I did come back an' say this was a mistake.

Q. When did you come back?

A. When he paid me the $30 I come back to him an' told him there was a mistake.

Q. Why did not you come back and tell him this was a mistake this time?

A. I just thought he knowed his business, an' I put him there an' give him the papers for to do right by me. He knowed how much was comin'.

Q. Then why did you go off and get somebody else to write a letter?

A. I just thought I ought to got what others got.

Q. Why did not you come back to him and tell him?

A. Oh, no, sir; I can't argy with white folks that a way.

Q. If you argued one time, why not the other?

A. I didn't argy with him the fust time, but the other time I did argy with him. I thought he was doin' right, you know.

Q. Did not you know there was over $500 coming to you? Mr. Copeland told you that.

129 A. He told me ought to be—he didn't say how much a month.

Q. Did not you take this check that has just been shown you, not the day after Christmas or two days after, but the day before Christmas, the 24th day of December, 1894? Did not Mr. Humes hand you that check, and you made your mark on it?

A. No, sir.

Q. After you made your mark on it did not a colored man by the name of W. G. Franklin, whom you have seen here, witness your signature—witness your mark?

A. On that paper? No, sir.

Q. And did not an old soldier? You can recall him now, Isaac?

A. You hit me plumb now.

Q. Did not you go out of Mr. Humes' office with this rather fat man Sanderlin, an old soldier himself, and go to the corner of Main and Madison streets, to the Mechanics' savings bank, and hand that paper to the cashier?

A. No, sir.

GH POOR COPY

Q. The man behind the gate there?

A. No, sir; never saw no bank. The superintendent down here at the post-office down here carried me to the bank. I never saw no other.

Q. And did not the cashier count out to you $567.25 and hand it to you?

A. No, sir; why, if I had a got $500 I'd a gone to hunt for the old lady.

Q. And that was on the 24th day of December, on Christmas eve, wasn't it?

130 A. No, sir; I never have got it.

Q. You did not get that money on Christmas eve?

A. No, sir; never have got it.

Q. Was not that Monday of last Christmas week?

A. No, sir.

Q. And you went around there in company with Sanderlin?

A. No, sir.

Q. And did not the cashier of the bank, when he paid you this money, say something about that being a big amount of money for the day before Christmas?

A. No, sir.

Q. Not a thing of that sort happened?

A. No, sir.

Q. And yet when you got the $50, which was after Christmas day, you knew you ought to have had as much as $500?

A. You've gone clear out of my knowin' now. I never has signed no papers and got no certificate. I come back to Mr. Hume's office for my voucher; never had no papers at all when he give me that $50; never saw none. I crammed that in my pocket.

Q. You never signed what they call a voucher?

A. No, sir; left all the papers, beca'se Mr. Copeland told me to go back an' get my papers, beca'se he had the letter an' papers an' all.

Q. You had papers, but you had never signed them?

A. Hold on! gi' me time; gi' me time.

Q. Mr. Copeland told you to go back and get your papers?

131 A. Well, that's right. Just give me a little time.

Q. Take all the time you want.

A. When I got that money I never got no papers of no sort. I goes back to Mr. Hume an' ask him for these papers, my letter an' my voucher. Well, I carried that voucher round finally to get folks to read it for me. I lost that voucher; at least, I thought I lost it; but when I come to find it I got my vouchers. That's the paper that Mr. Copeland wrote the letter from.

Q. And that was a voucher?

A. That was my voucher what I thought I had lost.

Q. Well, you had signed that, hadn't you?

A. I hadn't signed it.

Q. But you know what I am asking you. Had not you made your mark on it?

A. Well, the voucher show for itself. I ain't no hand at writin'.

Q. Had not you made your mark on that voucher?

BLEED THROUGH

A. No, sir; I never had made no mark.

Q. Yet you were carrying around your voucher and had not made any mark?

A. I wasn't ready to sign it.

Q. Before you get any money you knew you had to sign these vouchers?

A. Oh, yes, sir; I knowed I had to sign it; but I never had signed none before; never made no cross-mark on none.

132 A new voucher, what Mr. Hume sent an' got for me, that's the one I signed my hand to.

Q. Now, Isaac, as a witness here before, you swore you would tell the whole truth, didn't you?

A. I told all you asked me.

Q. Did not you tell the whole truth?

A. That was my aim to do.

Q. Why didn't you tell me about getting that letter written?

A. Nobody never asked me about it. I just told what they asked me. I told that gentleman right there (indicating Mr. Simonton).

Q. He knew it at that time.

A. He knew it. I asked him 'bout it. I asked him was he gwine to let that stand.

Q. But you did not make any statement before the former jury about getting a letter written complaining about Mr. Humes?

A. No, sir; I didn't. I just 'plain what you asked me; but this time you told me to tell all about what I knowed to the jury.

Q. Weren't you asked to tell all you knew before?

A. No, sir.

Q. Did not the district attorney ask you to tell all about this matter before?

A. No, sir; he didn't tell me particular all I knowed; told me to tell whatever they asked me, an' I done so.

Q. Your old lady had gone on a visit up to Mrs. Snyder's?

133 A. Went up there to take dinner with Mrs. Snyder.

Q. You had known the Snyders for some time?

A. Well, I been knowin' 'em a good while.

Q. And when Mr. Humes handed you this money you went straight out there?

A. Straight out there.

Q. Your wife was standing at the table?

A. Yes, sir.

Q. That was in the kitchen?

A. Yes, sir.

Q. Was not your wife sitting at the table eating?

A. No, sir; she wasn't eatin'. She was standin' at the table.

Q. What time in the day was it when you got there?

A. Soon in the mornin'.

Q. Well, what do you call soon in the morning?

A. 'Bout 8 or 9 o'clock, as nigh as I can come at it.

Q. Just about breakfast time?

A. Oh, past breakfast time.

Q. But soon in the morning?

POOR COPY

A. Yes, sir.
Q. And you had not counted your money at all?
A. No, sir.
Q. You cannot count money, can you?
A. Yes, sir; I can count it if you give me time.
Q. You asked the old lady to count it?
A. No, sir; she asked me to let her see it.
Q. Did not you say you asked her to count it?
A. No, sir; I said I handed it to her. She told me to let her see it, an' I pulled it out my pocket an' handed it to her, an' she
134 was standin' at the table an' talkin' to me, an' Mrs. Snyder heard her, an' Mrs. Snyder said, "What's the matter, Aunt Martha?"
Q. I asked you if you did not hand the money over to your old lady and she commenced counting it.
A. Yes, sir.
Q. And she can count money too?
A. I see you gwine back to the matter.
Q. And you had not counted it at all?
A. Oh, no, sir; I never pulled it out o' my pocket until I got there. after he give it to me.
Q. You just took the money he handed you and never knew how much it was?
A. No, sir; never noticed how much it was; just crammed it down in my pocket an' never took it out.
Q. What pocket?
A. In this here pocket (indicating). This here is the very coat.
Q. And you say you can count?
A. I can count a little if you give me time.
Q. You can tell figures when you see them?
A. Oh, no, sir; I don't know nothin' 'bout no figgers.
Q. And this money was in bills?
A. It was that.
Q. If you can't tell figures how can you tell how much money is on the bills?
A. That's what I tell you, I didn't know figgers, didn't I?
Q. How can you tell money?
135 A. If you give me this here silver money I can tell. I can tell, sort o', 'bout a five-dollar bill if you give me that.
Q. Was this he gave you in five-dollar bills?
A. I never looked at it.
Q. You looked at it when your wife counted it?
A. No, sir; I was settin' at the stove when she was at the table.
Q. When Mrs. Snyder counted it you looked at it?
A. No, sir; I was settin' at the stove.
Q. What did Mrs. Snyder say when she counted it?
A. She say, "Yes, Uncle Ike, it's $50."
Q. Did I understand you to say you cannot count or you can co[illegible] money?

BLEED THROUGH

A. Don't get nothin' on me I didn't say. I say I can count money if you give me a little time.

Q. You say you can count money if they give you time?

A. Yes, sir; I said that.

Q. And you did not try to count any of this, though you had all that day to do it in?

A. Yes, sir; my feelin's was hurt, the way they was countin' it, that I didn't get no more than that.

Q. So you knew you had not got enough then?

A. Yes, sir.

Q. And you never said a word?

A. No, sir; only to ask people to try and give me some understandin'.

Q. Your feelings were hurt that very day because you thought you had not got as much as you ought to have had?

A. Yes, sir.

136 Q. And when he gave you $50 you thought you ought to have had more?

A. Well——

Q. And did not say a word to Mr. Humes?

A. No, sir; I didn't cross no word with him at all; just thought he knowed his business, an' I put up with what he give me.

Q. What did you want to find out any more about it for?

A. Well, I thought I had a right to see—to look out whether any more was comin' to me or not.

Re-examined by Mr. SIMONTON:

Q. I did not understand you when you were asked about the conversation with Copeland in which he said something about there ought to be $400 or $500. Was that before you had been to Mr. Humes' office and got the $50 or after you had been there?

A. I think it was after I been there; it was after.

Q It was after you had been there?

A. Yes, sir; as nigh as my recollection can remember now, I think it was after.

Q. Isaac, you stop and think a minute about what you have just told this jury. When I was asking you why you did not say anything to Mr. Humes and whether you had found out or not how much money was coming to you, didn't you tell this jury,

137 about fifteen minutes ago, that when Mr. Deadrick made out your papers he did not tell you how much was coming to you, but that before you ever got any money from Mr. Humes and when you went to Mr. Copeland he told you it was the rise of $400 or $500 that was coming to you; that Mr. Copeland told you? Did not you just now tell the jury that Mr. Copeland told you, before you ever went to Mr. Humes, that the rise of $400 or $500 was coming to you in pension money?

The COURT: Well, can you answer that?

A. Squire, they has kind o' done me up. You must give me a chance to study 'bout it.

POOR COPY

The COURT: Was your conversation with Copeland about it before or after you got the money from Mr. Humes? If you cannot answer it, say so.

A. I ain't gwine to answer that question, boss.

Mrs. FIDEE SNYDER, a witness for the Government, being first duly sworn, was examined by Mr. Simonton, as follows:

Q. Are you a married woman?
A. Yes, sir.
Q. Does your husband live in the city?
A. Yes, sir.
Q. In what business is he engaged?
A. The baker's business.
138 Q. Do you know one Isaac Bloodson, a colored man?
A. Yes, sir.
Q. Was he at your house at any time last December?
A. Yes, sir.
Q. Was any of his family there?
A. No, sir.
Q. Well, was he there more than once in December?
A. Well, I reckon he was. Maybe he was. I don't know.
Q. Well, do you remember? Did he do any work at your place?
A. Yes, sir.
Q. What was that?
A. He was plowing up some ground and planting some trees.
Q. When was that?
A. The day before Christmas, on a Monday.
Q. Do you remember what time he came there and how long he stayed?
A. No, sir; I could not say what time he came. I had gone to town that morning. I left early.
Q. What time did you go back home?
A. I got home before dark or a little before dark.
Q. Did you see him there on Monday at all?
A. Yes, sir; he was there when I came back from town.
Q. Well, do you know anything about what he did that day? Was there any contract, any payment, or anything of that sort between you?
A. Yes, sir; he plowed up the ground and he moved
139 them trees and planted them and I paid him when I got back.
Q. Was he there at your place any other time that week?
A. He was there the Sunday before he plowed, I think.
Q. After that, did he come out there again?
A. He came after Christmas.
Q. Very well: tell the circumstances—all about his coming the next time; what he came for. Did you see him?
A. Yes, sir; his wife was at my house and she was helping me and he came after her the 27th of December, and when he came in

BLEED THROUGH

he said that he had got his money; told his wife. I was in the kitchen.

Q. You need not tell what was said, but what was done. Did you see him with any money?

A. Yes, sir; he handed it to his wife.

Q. Did you see how much money there was?

A. Well, I counted it for them.

Q. How much was there?

A. $50.

Q. How long did Bloodson stay after the money was counted, madam?

A. He stayed there until about 3 or 4 o'clock in the evening.

Q. And where did he go then, do you know?

A. Went home, I reckon.

140 Cross-examined by Judge GREER:

Q. Mrs. Bloodson was up there on a visit to you?

A. No; she came to *heed* me.

Q. You had known her for a long time?

A. I do.

Q. They had been friends of yours?

A. No; not particular—just would come and help me when I got any work to do. I'd send for them.

Q. What time was it when he got out there on the 27th of December, 1894?

A. I think it was about 11 o'clock.

Q. It was not soon in the morning, then?

A. No; it was not soon.

Q. Where were you at the time?

A. I was in the kitchen.

Q. Were they eating at the table?

A. No.

Q. His wife was at the table, then?

A. No; she was washing dishes.

Q. Over at the table?

A. Yes, sir.

Q. Where was he sitting when you saw him with the money?

A. Right by the stove.

Q. Then she was over at the table washing dishes?

A. Yes, sir.

Q. How could she handle the money?

A. He handed her the money when she came in.

Q. Where did he take it from?

A. I don't know. He had it in his hand when I saw it.

Q. Where did he put it when she got through?

141 A. Put it in his pocket, I reckon.

Q. Where were you? You saw him when he came in?

A. Yes, sir.

Q. Then you must have seen him when he took the money out to hand her?

H POOR COPY

A. I did not see that.

Q. Did not you notice that, too? You saw all these other things about your friends?

A. No, sir; I never.

Q. You counted the money?

A. Yes, sir; he handed it to his wife, and she counted it.

Q. Did not you see him take it out of his pocket?

A. No.

Q. What pocket did he put it back in?

A. Now, I don't know.

Q. You don't know whether he put it in his pants pocket or in his coat pocket?

A. No, sir.

Q. Did he have it in a pocket-book?

A. No.

Q. Did you see him put it in a pocket-book?

A. No, sir.

Q. Where was it when you saw it—how did he have it?

A. He just had it rolled up in his hand when I saw it.

Q. You saw his wife count it?

A. Yes; and it seemed like she couldn't count it, and I counted it for her.

Q. He tried to count it?

A. No; he did not try to count it. He handed it to her.

142 Q. Was there anything remarkable about that day? Did anything happen on that day to make you remember all this?

A. Yes. Aunt Martha came out, and I wanted her to help me cook lard.

Q. You never counted any money for any of your colored friends before?

A. I didn't know I had any colored friends.

Q. You said these were not particular friends. Have — got any others besides these?

A. Of course I have.

Q. You never counted any money for them before?

A. No, sir.

Q. Did merely counting some money that day make you remember the exact day and the hour it took place?

A. Yes; I can remember the hour.

Q. I suppose you can remember the bills?

A. I do.

Q. What kind of bills were they?

A. Five-dollar bills.

Q. No silver?

A. No, sir; all greenback-.

Q. You know about money? You have counted a great deal of it?

A. Yes, sir.

Q. And you know it was greenbacks?

A. Yes, sir.

BLEED THROUGH

Q. It was not national banks bills?
A. No, sir.
Q. And you remember that circumstance, but do not remember whether it was in a pocket-book or not?
A. No, sir.
Q. Did anything happen in your family that day peculiar or otherwise?
143 A. Well, we killed a hog and Aunt Martha was there to help me cook the lard.
Q. Killing a hog was not anything unusual in your family, was it?
A. Well, we don't kill them every day.
Q. Was that the only hog that you killed that day?
A. Yes, sir.
Q. You had killed several before that week. Now, take the last hog-killing and tell me something that happened that day. Was Bloodson out there on a visit?
A. No, sir.
Q. Then a hog-killing was not such an extraordinary thing as to make you remember everything that happened that day, was it?
A. Well, I don't know.
Q. So there was nothing about that hog-killing to make you remember these facts, was there?
A. Well, I just remember.
Q. And you don't know why, do you?
A. No, sir; I don't.
Q. That has been nearly a year ago, hasn't it, Mrs. Snyder?
A. Yes, sir.
Q. You were not in business with these people in any way?
A. No, sir.
Q. What is the size of your husband's place?
A. Well, I couldn't tell you exactly.
Q. Well, he has plowing done out there right often?
A. Well, he had that ground up where he moved the trees.
144 About 55 feet front that lot is and 104 feet deep.
Q. Was that the only time you ever had any plowing done?
A. Well, he plowed for us when we moved out there.
Q. What day of the month exactly was it that he plowed for you the other time?
A. I don't know.
Q. Well, how is that, you know about this and not about that? This is none of your concern, is it?
A. Which?
Q. Whether he plowed before Christmas or when. Why don't you know the other time?
A. Well, I can't remember about that.
Q. Did anything happen on that other day that was extraordinary?
A. No.
Q. He did not do any unusual plowing on that day?
A. No.

GH POOR COPY

Q. And you say it was a little lot, 55 by 104 feet?
A. 55 by 104.
Q. And he plowed all that lot?
A. Yes.
Q. The house stood on a part of it?
A. No; no house on it.
Q. And it took him all day to plow that up?
A. No.
Q. How long did it take him?
A. I was not at home. It was plowed when I come home.
Q. And you don't know whether he plowed it early in the morning or late in the evening?
A. I do not.
Q. And the fact is you don't know at all, of your own knowledge, that he plowed it?
145 A. It was plowed up when I come back.
Q. He might have plowed it in half an hour. So you do not mean to tell the jury that Isaac Bloodson was out there at your house all day?
A. Well, he was just finishing planting the trees when I got home late in the evening.
Q. And where he had been in between times you cannot tell?
A. Well, I can't tell that.
Q. Well, why can't you tell me about the other time he did the plowing?
A. I don't know. It has been about 3 or 4 years ago.
Q. What was there about that day to make you remember it?
A. Well, I just remember it.
Q. And you just remember the other, too, don't you?
A. No; I don't.
Q. You don't just remember the other?
A. No.

Miss ANNA SNYDER, a witness for the Government, being first duly sworn, was examined by Mr. Simonton as follows:

Q. Tell the jury what your name is.
A. Anna Snyder.
Q. Are you any kin to Mrs. Fidee Snyder?
A. Her stepdaughter.
Q. Where do you live?
A. On Orange mound, south of the race-track.
Q. You live with Mrs. Snyder and your father?
A. Yes, sir.
Q. De you know a colored man named Isaac Bloodson?
A. Yes, sir.
Q. And do you know his wife?
A. Yes, sir.
146 Q. Where were you on the 24th of last December, if you know?
A. At home—at the house.

BLEED THROUGH

Q. Is there anything to cause you to remember the date?

A. Yes, sir; Uncle Ike was at our house employed that day doing some work on the place, transplanting trees and plowing. Mother was in town all day and I was housekeeping. I was the only one at home that day.

Q. Did you have any visitors?

A. Well, yes; my cousin came that morning; being as it was Christmas eve, she brought a Christmas tree for my youngest sister. Uncle Ike helped take the tree out of the wagon.

Q. What was your cousin's name?

A. Mrs. Seebring.

Q. What was it you said she brought?

A. A Christmas tree.

Q. For some one at your house?

A. Yes, sir.

Q. How do you say it was gotten out of the wagon?

A. Uncle Ike hel-d me to take it out; he was the only one around that could assist them. We just called him across the avenue where he was plowing.

Q. What time of day was that?

A. When she arrived? I think it was about 9 o'clock.

Q. Were you there all the day yourself?

A. Yes, sir.

Q. And how long did Isaac remain there?

147 A. He remained there all day. He came, I guess, about 7 o'clock in the morning, prepared for work all day. Papa made arrangements with him the Sunday before to come over early that morning.

Q. Did you hear your papa make any arrangements with him?

(Objected to by counsel for defendant as incompetent.)

Q. Isaac was there on the Sunday previous?

A. Yes, sir.

Q. On Sunday before this Monday?

A. Yes, sir.

Q. Was Isaac out there again during that week that you know of?

A. He was there on Thursday in Christmas week.

Q. Who else was there on Thursday, if you know?

A. Old Aunt Martha, his wife. She had come Christmas Eve night after Uncle Ike went home. My little brother went after her to be with us Christmas day around the house, and he came the following Thursday to take her home. She stayed until Thursday.

Q. Do you know anything about any counting of money? Did you see any there?

A. I did not see it, but I heard them speak of it?

Q. You cannot tell what was told you if you did not see it.

Cross-examined by Judge GREER:

Q. How old are you, Miss Snyder?

A. Twenty-four.

POOR COPY

148 Q. You are not a teacher?
A. No, sir.
Q. You follow no business pursuits?
A. No, sir.
Q. You are living out there with your father and your stepmother?
A. Yes, sir.
Q. Did you have — unusual to happen at that Christmas time?
A. Anything unusual happened? No, sir.
Q. Nothing unusual happened?
A. No, sir.
Q. Do you remember the last time you had him employed before this Christmas?
A. I never attended to anything like that. I never paid any attention to it.
Q. Well, why did you pay any attention to this?
A. Well, Mr. Ragsdale was out at our house last Saturday and summoned me. I didn't like very much to come, and what brought me up here is I was the only one at home when he was doing the work.
Q. Did Mr. Ragsdale tell you that?
A. No, sir; he asked me if I was there, and he wanted to know who was there.
Q. And you talked it over with your mother, did you not?
A. No, sir; I just said I was the only one there.
Q. Did your mother talk to you about what she testified to here before?
A. No, sir.
Q. Oh, Miss Snyder, your mother did not tell you what she testified?
149 A. Not particularly. I did not pay any attention to the case until Saturday, when I was summoned.
Q. That did not help you to remember, did it?
A. Why, no.
Q. Had not your mother, after she had been up here before as a witness, had a talk with you?
A. Not particular.
Q. Well, had she not generally, Miss Snyder?
A. I did not pay any attention to the case particular; it didn't concern me.
Q. How was it, then, you told Mrs. Ragsdale about your being at home?
A. Well, I was compelled to say who was at the place.
Q. You say you told him and she did not tell you. How came you to tell him?
A. I happened to be there in the room when he arrived and he asked mama who was there.
Q. Had not your mama come back and told you that she has testified about old Isaac being out there on the 27th?
A. No, sir; we did not think that would have anything to do with the case until Saturday, when Mr. Ragsdale came out.

BLEED THROUG

Q. And that is the way you came to remember about his being there?

A. Yes, sir.

Q. As a matter of fact, you don't remember a single other time he was there, do you?

150 A. I don't remember the particular dates. He is there right often.

Q. Did he work the time he was there before that "from early morn till dewy eve," the time before that?

A. No.

Q. What was he doing the time before when he worked there? Was he setting out trees?

A. No, sir.

Q. Was he plowing?

A. He has plowed often, but I don't know whether he was plowing then or not.

Q. Was he plowing the time before that or not?

A. I don't remember.

Q. Well, the time before that, was he out there plowing?

A. I don't remember.

Q. Now, was there anything about Isaac's working out there that day that made any impression on you?

A. No, sir.

Q. Nothing at all?

A. No, sir.

Q. He had worked there often before?

A. Yes, sir.

Q. And as to how long he had worked you had not noticed; it was not your business, was it?

A. No, sir.

Q. So you don't remember anything at all about how long he worked the time before that nor the time before that?

A. No, sir.

Q. You were attending to your own household affairs?

A. Certainly.

Q. And did not stand at the window to see whether Isaac

151 plowed so much or plowed so little?

A. No, sir.

Q. And you only know he was there early in the morning and was there when the Christmas tree came? What time did you say he came to go to work?

A. Well, early—between 7 and 8 o'clock.

Q. Did you see him any more after that—after the Christmas tree came?

A. I gave him something to eat at 12 o'clock.

Q. Well, your Christmas tree came before 12 o'clock?

A. He did not have anything to do with the tree, though; did not know anything about its coming.

Q. What time in the day was that?

A. About 9 o'clock.

POOR COPY

Q. And then you gave him something to eat at 12. After that you did not notice him any more until late in the evening?

A. No, sir.

Q. So you don't really know whether he was there all that time or not?

A. Oh, I know he was there, but I didn't pay any particular attention to him.

Q. Were not you attending to your own household affairs, arranging that Christmas tree, and getting out the Christmas dinner? You have told us you were busy about your household affairs; you have told us that.

A. I was sewing that day at the dining-room window. I could see him there, but didn't pay any particular attention to
152 his work.

Q. And you don't know whether he was there all that time or not, do you?

A. Oh, he was there all the time.

Q. Well, the time he was there before, did you notice to see how long he was there?

A. We never had him employed all day before. He just came to our house right often, and we have had his wife there.

Q. Can you tell the jury, now, whether he worked all the morning about the place at any time?

A. I couldn't state exactly.

Q. You could not tell what day he was there before?

A. What brought him there Christmas Eve day was we had bought some new lots just across from our place and wanted to have the ground broken up, and he brought his two mules and a plow, and that brought him over there.

Q. What brought him over there before that?

A. I don't know.

Q. What is about this to make you remember it more than any other time — it that Mr. Ragland came out to see you last Saturday?

A. Yes, sir.

Q. He told you Isaac had been plowing there, and asked you if it was not so?

A. No, sir; what brought it in he asked mama if she was
153 there and she said no; he wanted to know who was there then.

Q. And you told him all about your being there?

A. He just asked that question.

Q. And you told him you were there?

A. Yes, sir.

Q. And told him about what you have told us here, too?

A. He did not speak anything about that.

B. J. COPELY (colored), a witness for the Government, being first duly sworn, was examined by Mr. Simonton as follows:

Q. Tell the court and jury what is your name.

A. B. J. Copely.

BLEED THROUGH

Q. Where do you live?
A. 100 Marly avenue.
Q. Do you know Isaac Bloodson?
A. Yes, sir.
Q. Did you do anything for him about his pension?
A. Yes, sir.
Q. In what way and at what time?
A. Well, it was in the fall of 1891 when he first came to me and got me to take the business of writing—corresponding between him and M. V. Turney.
Q. Turney was his attorney?
A. In Washington.
Q. You did this correspondence for him?
A. Yes, sir.
Q. How long did you continue to do that for him?
A. I continued until the fall of 1894.
Q. What became of it then?
A. Well, he came there and got his papers and taken them
154 away from me, and said he was going to carry them to Mr. Humes.
Q. Did you ever speak to Mr. Humes about it?
A. No, sir.
Q. After his pension was allowed—well, after he took his papers from you—did he ever come back and consult you about it again?
A. Yes, sir; he came back.
Q. When did he come back to you?
A. On the 29th day of December, 1894.

(Objected to by counsel for defendant as incompetent. No ruling by the court.)

Q. Did you do anything for him at that time?
A. Yes, sir.
Q. What was that?
A. I counted ten five-dollar bills for him, and also he brought me on the same day a voucher, and from that voucher he requested me to write a letter to D. A. Carpenter, at Knoxville, to know how much money was sent to him or allowed to him.

(Counsel for defendant objected to the witness relating any conversation that occurred. Objection sustained by the court.)

Mr. SIMONTON:

Q. May he not state for what purpose the letter was written?
The COURT: He can simply state that he employed him to write a letter; then you may go from that and show what the reply to it was, if the witness got the reply.
155 Mr. SIMONTON: I think the defendant has got the reply.
Judge GREER: Gives us notice, and we will produce it.
Mr. SIMONTON: What became of the letter when written?
A. I wrote the letter on a Saturday night, the same day that he came to me, and on the Sunday morning he came back to my house

GH POOR COPY

and I and him came here to the office, and I gave him the letter and he mailed it.

Q. To whom was it addressed?

A. D. A. Carpenter, Knoxville, Tenn. He asked me then——

Q. You cannot tell what he asked you.

The COURT: If you want to show the contents of that letter and you can show it is in the defendant's possession and he refuses to produce it, why, then you do that; but at this stage of the case that is not admissible.

Mr. SIMONTON: This proof may not be full enough, but the witness Bloodson said the letter did go to defendant Humes and Humes said to him that was an awful letter he wrote up yonder about him, and he says his mail was going to 17 West Court street, the address of the defendant.

156 The COURT: That is not full enough. He might have referred to Carpenter's letter to Humes calling attention to that letter. Now, the reply to it, where is that?

Mr. SIMONTON: The reply to the letter is what I am speaking of having gone to the defendant. The original letter was mailed to Carpenter.

The COURT: What would Carpenter have been sending his letter to Humes for?

Mr. SIMONTON: It was addressed to the pensioner, but to 17 Court street. The pensioner said he never got the letter, and the defendant said to the pensioner, "That's an awful letter you wrote up yonder about me."

The COURT: I don't see why in the world they were sending a letter like that, inquiring about Humes, to Humes. It would have been perfectly stupid to have done that.

Mr. SIMONTON: I want to ask this question: You say a voucher was fixed up by you, or he brought a voucher to you?

A. Yes, sir; he brought one out there the morning that he came, to me.

Q. What became of that voucher?

A. I gave it back to Bloodson.

Q. Do you know whether it was mailed or not at all?

A. No, sir.

157 Q. You do not know of your own knowledge?

A. No, sir; I don't know.

Q. Do you remember what voucher it was?

A. It was made payable the February before, 1895. It was the voucher on which I taken the name, at the same time not knowing anything like it was coming up. It was payable from November the 4th, 1894, to November the 4th, 1895.

Q. The voucher that would come?

A. It was blank; it was not filled out.

Q. When you saw it?

A. No, sir; it was not filled, and from that I seen Mr. Carpenter's name on it, and I addressed a letter from that blank to Mr. Carpenter as though it was Bloodson himself writing it.

BLEED THROUGH

Q. What time of day was it when you first saw Bloodson on that Saturday?

A. He got to my house about half-past 7 in the morning.

Q. Did you make any calculation for him as to the amount that he should receive?

A. Yes, sir.

Q. Did you direct him to go anywhere for any papers?

A. Yes, sir. Now, when I was writing for him I received a letter along in June, 1894, that his claim was allowed, and at
158 that time he asked me about how much did I think he would get. He then showed me a little card, which I have got in my pocket now, that he got from Mr. Deadrick, showing——

Q. Let us see that card.

A. And I told him that if he drew from the time that his claim was filed up until then he ought to get in the neighborhood of $500 or $600, and the morning that he came to my house, on Saturday, he said to me——

Q. You cannot tell what he said. He gave you this card?

A. Yes, sir.

Q. When was that?

A. That was in the fall of 1891 he gave me that.

The COURT: Mr. Simonton, about that letter—what I rule is that in the present state of the proof it does not lay a basis. You may ask the defendant when he comes on the stand or otherwise show that he got that letter, and unless he then accounts for it you cannot offer evidence as to the contents; but at present I do not think the basis is strong enough for it.

Mr. SIMONTON: May I ask this witness, if your honor
159 please—possibly it comes within the exclusion—as to where the answer was directed to be addressed?

The COURT: Well, if he knows that, you may ask that.

Mr. SIMONTON:

Q. He wrote the letter. Well, Mr. Copely, what papers did he bring to you? Now, any others? I believe we had progressed to that point in which you said you had directed him to get some papers about the pension on that Saturday?

A. Yes, sir; as I had made the calculation you spoke about just now, he then stated to me that he had not got what he thought he ought to have.

Q. You cannot tell what he stated. Did he bring any papers?

A. Yes, sir; he bought me a voucher in an envelope.

Q. Was the voucher filled out?

A. No, sir; it was blank.

Cross-examined by Judge GREER:

Q. You were not in the pension business? You were not a pension attorney?

A. Only corresponding for M. V. Turner, Washington.

SH POOR COPY

Q. Then you were in the business? He was an attorney in the Pension Department and you assisted him here?

A. Yes, sir.

Q. That is, you would get up the proof and fill out the declarations?

A. Yes, sir.

160 Q. In filling up the declaration, which you had done for old man Bloodson, as I understand, it was necessary for him to make his mark, as he could not write?

A. Is it necessary? Yes, sir.

Q. In other words, Mr. Copely, a man who wants to become a pensioner of the United States Government has got to file a declaration, to begin with?

A. Yes, sir; to commence with.

Q. That is, a petition to be allowed a pension, and states in what company he served and what regiment, &c.?

A. Yes, sir; he did that.

Q. Now, you filled that out and he signed that—that is, he made his mark on it?

A. Yes, sir; he couldn't write, but he made his mark and two persons witnessed it.

Q. And then he had to take statements from the witnesses as to whether they knew him or not?

A. Yes, sir.

Q. Now, the old man understood all that?

A. All that I did for him he did.

Q. He certainly understood all that and certainly understood from you way back yonder in June, 1894, that he was going to get $500 or $600 if it was allowed?

A. Yes, sir.

Q. And you had found out that it was allowed and told him so?

A. I did.

Q. There are a lot of other pensioners here of his race be-

161 sides old man Bloodson—colored people?

A. Yes, sir.

Q. And there was nothing to keep the old man from knowing? You had explained everything to him—how much was coming to him and all?

A. I had explained everything to him until he took it away from me and turned it over to Mr. Humes.

Q. That was the way the pension was allowed? The rate per month was $12?

A. It was $12 per month.

Q. You had explained all of that to him, and he knew when his quarter would be due, didn't he?

A. I don't know.

Q. Well, he had the voucher in his hands?

A. Yes, sir.

Q. Didn't you tell him that voucher showed when the next quarter would be due?

A. I didn't explain anything on the voucher to him. He just

BLEED THROUGH

left it there with me. I asked him this, for his certificate, and told him if he brought me the certificate from Mr. Humes I could then tell him how much was sent to him.

Q. I did not want your conversation with him. I just asked whether you explained to him what the voucher was.

162 A. No, sir; I did not explain anything further than this, that if I had his certificate I could see how much was sent to him.

Q. And he asked you to write to Mr. Carpenter?

A. Yes, sir. He did not say to Mr. Carpenter particularly. He asked me to write and see how much money was sent to him.

Q. That was along about the 29th?

A. Yes, sir.

Q. You wrote in Bloodson's name?

A. Yes, sir.

Q. Did he touch the pen or sign it?

A. I just signed it Isaac Bloodson and directed it to come to the custom-house.

Q. And signed "Isaac Bloodson" yourself, just as if he was writing it?

A. Yes, sir; and then read it over to him and asked him was that right, and he said it was.

Q. The old man had set down White Haven as his residence, had he not, when you first had anything to do with him?

A. He had come from there then and resided here in Memphis.

Q. But lived there before he came to Memphis?

A. He told me he had. I did not know him until he came here.

Q. Did not he get his pension certificate in 1891 and went down to White Haven and lost it and had to get a permit to draw his pension money, and that was the reason he was behind?

163 A. He did not tell me about his losing anything; but I will show you the paper that he give me after he failed to get his discharge.

Re-examined by Mr. SIMONTON:

Q. You have been asked as to his pension, if his pension had been allowed?

A. Yes, sir.

Q. And the date, that you could calculate what it was?

A. Yes, sir.

Q. Did all the pensioners receive the same amount or did the law fix different rates?

A. There is a different rate.

Q. It would not necessarily have been $12 a month, then?

A. There is a different rate, and I told him that if he was allowed the rate of $12 per month——

Q. Well, how could you know whether he was allowed the rate of $12 per month?

A. Well, I didn't know it at that time, but I told him if he was allowed that.

H POOR COPY

Q. What was it you sent him to Mr. Humes to get?
A. To get his certificate and voucher and the letter in which his check came.
Q. You could not tell yourself what it would be unless you had his vouchers or something to show the date and when his pension was allowed?
A. I did not, and told him to go to Mr. Humes.
164 Q. What papers did he bring to you?
A. He brought back only his voucher and an envelope.
Q. Did that voucher show how much it was?
A. No, sir.
Q. So you could not have the grounds for ascertaining yourself fully what had been allowed him?
A. No, sir; I told him unless I seed the certificate I couldn't tell how much he was allowed.

JOSHUA HAYNES (colored), a witness for the Government, being first duly sworn, was examined by Mr. Simonton as follows:

Q. Tell your name to the jury.
A. Well, I tole 'em 'bout the money. My name is Joshua Haynes.
Q. Were you a soldier?
A. Yes, sir.
Q. In what company and regiment?
A. 61 United States colored, Co. H.
Q. Did you apply for a pension?
A. Yes, sir.
Q. Who did you apply to to get it?
A. Mr. Deadrick's the man that I went to to get it first.
Q. Where was his office?
A. It was on Short Court street, in the cellar, at that time, where I portered in.
Q. Did he get it for you?
A. No, sir.
165 Q. What became of it?
A. Mr. Humes got it for me.
Q. Is Deadrick here now?
A. I don't know, sir.
Q. How come you to get Mr. Humes, then?
A. Well, Mr. Deadrick had left the office and Mr. Humes was in the office, and I went to him to get it for me.
Q. And did he get it for you?
A. Yes, sir.
Q. Well, when?
A. He got it—it was in April, 'bout the 11th, of '94.
Q. Did he make you any payment?
A. Yes, sir. He wrote a letter to me and sent it by the 2 o'clock carrier in the evening to come up to see him, and the mail-carrier come 'long at 2 o'clock and handed it to me, and he says for me to come up to see him, and I goes up to see him.
Q. Where was his office then.

BLEED THROU

A. His office was on Madison street—upstairs on this side of Madison street—no; on the same side the bank is.

Q. You know the number?

A. I disremember the number now.

Q. The same place the Scimitar office is?

A. It was upstairs.

Q. Go on and tell what you did when you got up there?

A. When I got up there he made a affidavit for increased
166 pension. Some white gentleman was in there and he, of course, tacked onto him until he got through with him, and after that this gentleman went out.

Q. Do you know who that gentleman was?

A. No, sir; I wouldn't know him if I was to see him; and after he goes out Mr. Humes makes out a affidavit for me for the increased pension—I was getting $6.00 at that time—and he told me to sign it, and I signed it, and he says, "You bring up two witnesses in the morning to identify you, and I'll send it off;" and I said, "All right;" and he then reaches in the drawer and pulls out a strip about as big as a five-dollar bill, and he wrote on it.

Q. Can you read?

A. No, sir; I can't.

Q. Was it a strip like that (showing witness a check)?

A. Well, this picture wasn't on it at all. I never saw one of these with this picture on it until 'bout the 12th or 13th of May, when I got one of these; never had one of these in my hand until that time, in 1894. Then he signed that, and I goes over to the bank and cashes it.

Q. The one you signed first?

A. I didn't sign nothing like this at all.

167 Q. What sort of paper did you sign?

A. Well, it was white, and he wrote on it, and he told me to touch the pen, and I done it.

Q. Whereabouts was it you touched the pen on it?

A. I don't know, sir. I ain't got but one eye, and can't see good out the other.

A. After you touched the pen what did you do and what did he do?

A. He got up and put on his coat and tole me to set still until he come back, and he come back.

Q. Did you see where he went?

A. No, sir; I sot still until he come back, and after he come back he run his hand in his pocket and give me some money; and I said, "Mr. Humes, this is a little more money than I want to carry home;" and he went over with me to the bank, and I puts $71.00 in the bank and brings out $41.00, and I goes off. I got three ten-dollar bills and one five and four silver dollars, and—I don't know—I might have had some silver change in my pocket; it wasn't a dollar, I know.

Q You did not go to the bank at all.

A. When I went to cash the check? No, sir. I never seed the check.

POOR COPY

Q. You put your name to something, and Mr. Humes went across and got the money and came back and gave you
168 what you have stated?

A. Yes, sir.

Q. Did he not give you $232.40?

A. No, sir; he didn't; he give me, with what I put in the bank, $113.00; all I see; all I got.

Q. Here is a check for that payment, dated April 12th, 1894, for $232.40 which I will read to you.

(Counsel here read said check to the witness and jury.)

Q. Do you know when you deposited that $75.00 in the bank?

A. On the same day. He went right over to the bank with me.

Q. That was after he brought the money back?

A. Yes, sir.

Q. What bank did you go to?

A. Right over on the corner of the alley, I think. I can't read. I seen the man I put it in with.

Q. When you put the money in the bank did they give you anything?

A. Give me a bank book.

Q. Would you know that book if you saw it?

A. No, sir; I wouldn't know it. I know I got all the money out of it; all but a little.

Q. Could you look at that and tell whether it is the same book or not?

(Shows a book to witness.)

A. No, sir; it was a book like this.

169 Q. You say it was like this?

A. Yes, sir; a book like this.

Q. What did you do with your book?

A. Well, I owed Mr. Suggs a little on a lawsuit and he garnisheed me and I been there that morning and got ten ten out.

Q. What became of your book?

A. I turned it over to Will. Bolton, who was a deputy, and he went up and got the $15 on the book.

Q. He garnisheed you for the last $15 and you turned the book over to the officer?

A. Yes, sir.

Q. Well, I reckon there is no dispute about this being the book.

(No objection being made by counsel for defendant, the book was here shown to the jury.)

Q. Now, I understand you to say that when Mr. Humes went over to the bank the first time you did not go.

A. No, sir; I didn't go over.

Q. And it was after he came back that you went over? After telling him that you had more money than you wanted to take home with you, you went and deposited $75.00 and got this book in the Union savings bank?

BLEED THROUGH

A. Yes, sir.

Q. Then how much money did you have? Can you count money?

170 A. Yes, sir; all you give me; all you put before me to count.

Q. You can read figures, then?

A. Yes, sir; I can count money.

Q. And after depositing the $75.00 where did you say you went?

A. Went home; went right straight down Madison street to Second street, and kept up Second street until I got to Jackson street, and went to 72 Front.

Q. What payment did you make out of that money, if any?

A. I never made no payment until I went over to Mr. Guion's office.

Q. A real-estate agent, isn't he?

A. Yes, sir; agent for this place I rented from him.

Q. Who saw you with that money, if any one?

A. My wife saw it, and my son-in-law and my daughter.

Q. What is your wife's name?

A. Harriet Haynes.

Q. You say you got some notice from Mr. Humes to come to his office?

A. Yes, sir; I did.

Q. What sort of notice was that?

A. Well, there was a little strip inside of it, and I bundled it up and gave it to Mr. Ragsdale, there.

Q. You gave it to Mr. Ragsdale, did you?

A. Yes, sir.

171 Q. Well, did you get some postal cards from the defendant, too, about your pension—paper like this?

A. Them's the ones I got.

Q. And you gave them to Mr. Ragsdale here?

A. Yes, sir; he got all them.

Cross-examined by Judge GREER:

Q. What was the name of the bank that you began doing business with?

A. The one on the corner of the alley—savings bank; I can't see.

Q. Then how do you know which bank it was?

A. I know which one I went in.

Q. Do you know the names of them?

A. No, sir; I don't know the names of 'em.

Q. You have lived here in town a long time?

A. Yes, sir.

Q. Had a good deal of money in your time, too, haven't you?

A. That's the most I have had.

Q. You got a bounty payment larger than that?

A. Yes, sir; I did get one.

POOR COPY

Q. Then why did you say that is the most you have had? That was a mistake?

A. Yes, sir.

Q. How much bounty money did you get?

A. $200.

Q. Did you not tell us about it the last time you were here as a witness, only about ten days ago, and say when you got that money it was $200?

A. And $27.

172 Q. So you have had a good deal more than this at one time, haven't you?

Mr. SIMONTON: Not according to your theory; you say $232.

Judge GREER:

Q. Now I ask if it was not a fact that you have had more than that.

A. Most of that time of pension money.

Q. You had got this bounty money for being a soldier.

A. Well, bounty money don't concern with pension money.

Q. Well, all the same, it was more than this; you had handled money. You had had money—made money, too. Hadn't you a farm?

A. Yes, sir.

Q. Rented land, too, didn't you?

A. I have worked on shares.

Q. In the Mississippi bottom?

A. I never worked a day in Mississippi in my life.

Q. At Sans Souci?

A. I called that in Tennessee.

Q. Is not that in the Mississippi River bottom?

A. No, sir; I don't call that Mississippi bottom.

Q. You worked, anyhow, on bottom land on shares?

A. No, sir; I said I had worked on shares, but not in Mississippi.

Q. As a man who had had money and $237 of bounty money, you tell us you did not know the bank you put your money in?

A. I can go to that bank.

Q. How do you know how to draw a check?

173 A. When the mail-carrier brings it to me I say, Some one read it, and go and cash it.

Q. How did you get your money out of the bank when you wanted it?

A. I take that book and hand it to the man and told him what I wanted and he give it to me.

Q. Don't you know you write you a check?

A. No, sir; I don't write it out. He get somebody to do it, I reckon.

Q. You put your mark to it?

A. Yes, sir.

Q. Do you know what that check is?

BLEED THROUGH

A. I know what them checks is now.
Q. Do you know what this bank book of yours is?
A. Yes, sir; I know what that is.
Q. Do you know what that little slip of paper is that somebody wrote up there, and you touched your hand to it?
A. Yes, sir.
Q. That is the way you know you would get your money and these are checks? Wouldn't you know what bank you were drawing that check on?
A. I told you I couldn't read nor write. I don't know the name of the bank.
Q. You would get somebody to draw a check?
A. I get somebody to read it. That book tells me what bank.
Q. The day you got this money you went to Mr. Humes'
174 office on Madison street?
A. Yes, sir; that was on Madison street.
Q. What day of the month was it?
A. I know it was somewhere 'bout the 11th or 12th, and I know what he give me.
Q. The 11th or 12th of that month?
A. Of April.
Q. What year?
A. 1894.
Q. You know the years and the months very well, don't you?
A. Yes, sir; I do.
Q. His office was right opposite that bank building, or very nearly opposite, on Madison street, wasn't it?
A. Yes, sir.
Q. Before you ever got that money you had signed a voucher for it, hadn't you?
A. No, sir; I don't know nothing 'bout no voucher signed for it.
Q. You know what a voucher is?
A. Yes, sir; I got one in my pocket.
Q. Well, pull out that one you have got in your pocket and show it to us.
A. Here this is (showing paper).
Q. Well, that seems to be a good deal more.
A. Several things in there; only one voucher.
Q. This is what you mean, isn't it (indicating)?
A. Yes, sir.
Q. This is your voucher for your next pay?
A. Yes, sir.
175 Q. Look at this one (handing witness paper), and see if that paper was not signed by you before you ever got any money from Mr. Humes.
A. No, sir; I never signed that.
Q. You know a voucher is a receipt you have to sign before they will pay you any money, don't you?
A. I know I signed these here before I got any money, but I don't know nothing 'bout that.
Q. Do you know William Oliver?

POOR COPY

A. No, sir; I don't know him.

Q. A colored boy about 18 or 19?

A. I seed him 'bout the office several times there at Mr. Humes' and I seed the boy round there several times.

Q. A bright-looking colored boy that worked for Mr. Minter Parker in an office adjoining Mr. Humes'?

A. I seed a boy there 'bout that complexion, but I didn't know his name.

Q. Do you know W. G. Franklin, a colored man?

A. I know a big fat man named Sanders.

Q. Franklin is a slender man of a gingerbread color, the janitor that worked about there.

A. No, sir; I don't know him.

Q. It appears from this that Franklin and the colored boy I have described witnessed your signature?

A. I don't know nothing 'bout that.

176 Q. This appears to have been made on the 5th of April, 1894, is before the date when you say you got your money?

A. I never signed no voucher for Mr. Humes nor teched the pen till I got the money.

Q. You positively state that you never signed this voucher before you put that money in the bank?

A. I don't know nothing 'bout it.

Q. If you had done it you would know it?

A. Yes, sir; if I had signed it I'd know it.

Q. This check that has been show- you, you signed a slip of paper about the size of a five-dollar bill?

A. Yes, sir.

Q. I asked you about that picture of your old General Sherman.

A. I never saw that before.

Q. Did not you say before that you did not know whether it was on there?

A. No, sir; I didn't. I never signed nothing like that till the May payment.

Q. You say that it was between the 11th and 13th of April that you remember to have got your money from Mr. Humes?

A. Yes, sir.

Q. Now, as a matter of fact, on the 17th day of April, 1894, didn't you in the presence of Mr. Humes and of W. G. Franklin—this colored man I have asked you about—write your name on the back of that check and go over to that bank, the First National bank, and present that check to Mr. Harris for payment?

A. No, sir.

177 Q. Did not he refuse to pay it to you until he could see Mr. Humes?

A. No, sir; it wasn't but one check refused paid to me, and that was the August payment in that bank.

Q. Then you deny that that took place between you and Mr. Harris?

A. Yes, sir.

BLEED THROUGH

Q. Did not you go back to the office for Mr. Humes and he walked over to the bank with you, and then Mr. Harris paid you?
A. He didn't go over to the bank with me till we went to deposit that $75.00 in there.
Q. Did you deposit that in the First National or the Union savings bank?
A. On the corner of that alley. I won't be positive which name, but I can go in the bank.
Q. When Mr. Humes handed you this money did he hand it to you in bills?
A. Yes, sir.
Q. All in bills?
A. There was some silver money in it, I suppose.
Q. When he handed it to you there was some silver money in it?
A. I think there was some silver money in it.
Q. What sort of money did you put in the bank?
A. I put $75.00 in there, in the bank.
Q. In what sort of bills?
A. I handed him the greenback, some ten and four twenties, and he handed me back some.
Q. I thought you didn't want to carry it home?
178 A. I see I didn't have nothing to carry home to the old lady and told him to give me five dollars back.
Q. Why didn't you hand him $75 instead of handing him $80?
A. I told him to give me change.
Q. He handed you back in bills?
A. I don't know whether it was bills or not. I know he handed me $5.00 back.
Q. Can't you remember whether it was in silver or bills or how? You remember all these transactions?
A. He give me five dollars back.
Q. I am now asking you your memory concerning how the $5.00 was made up, whether of bills or silver.
A. He give me five dollars. I know he give me five dollars.
Q. And you handed him $80?
A. And he give me $5.00 back.
Q. What did you do about writing your name that time?
A. He handed it to clerks in there and signed my name. I couldn't write.
Q. Well, didn't you make your mark?
A. I touched the pen.
Q. In that bank?
A. Yes, sir.
Q. In what?
A. I touched it. He handed it through the hole to me, and I touched the pen. I don't know what it was on.
Q. You don't know the size of the book, or what?
A. No, sir.
Q. Was it a book or a slip of paper?
179 A. It was a book. I touched the pen.

POOR COPY

Q. Who witnessed your doing it?

A. Mr. Humes was there; he was the one that went over with me.

Q. That was in a little corner of the main building, wasn't it?

A. Yes, sir.

Q. You saw Mr. Brooks here the other day when you were testifying, didn't you?

A. I don't know him when I see him.

Q. Don't know Mr. Brooks, the cashier of the savings bank?

A. I know him when I go in there. If he was out of there I wouldn't know him.

Q. And yet he drew all these checks in there for you and he was the man you left all your money with?

A. He was the man.

Q. I find nine checks here that you say he filled out for you?

A. Yes, sir.

Q. And you would not know him unless you saw him in the bank?

A. No, sir.

Q. Don't you remember that Mr. Brooks, this young gentleman that was there?

A. No, sir; I wouldn't know him by sight, because I can't make out no kind of man from here to that door there (indicating about — feet).

Q. When you would cash a check you would be closer to him than that door, closer than to me now?

A. Yes, sir.

180 Q. Closer than to that nearest juryman?

A. Yes, sir.

Q. You can see a man easily that distance, can't you?

A. Why, yes, sir.

Q. Josh., what time was it when you got this money or you say you got this money from Mr. Humes? What time was it you say you got home?

A. It was in the evening. The mail-carrier came round of an evening in my ward 'bout 2 o'clock, and that's the time I got the letter.

Q. That is the time you got the letter from Mr. Humes?

A. Yes, sir; and then I went up there and got the money right away—right afterwards.

Q. What time did you get home with the money?

A What time it was? It don't take me over 15 minutes to walk home from Madison street to Jackson street.

Q. What we want to get from you is the time. What was it when you deposited this money in bank?

A. Well, the mail-carrier comes along in the evening, and I goes on up there, and he leaves me this letter, and I had it read, and Mr. Humes wrote me to come up to see him, and directly he
181 gives me the money, and I says, "This is a little more money than I want to carry home with me," and he went over to the bank with me and I put it in the bank.

BLEED THROUGH

Q. What time was it when you put it in the bank?
A. Well, that evening. I didn't have no watch or clock to tell what time it was, but I know it was that day.
Q. Let us know about what time you think it was when you got home.
A. Well, about 2 o'clock when I was at home and the mail-carrier comes round.
Q. It was after that that you brought the money back home?
A. Yes, sir; after 2 o'clock.
Q. It must have been some time after, because you had got the money and carried it back.
A. Yes, sir; after 2.
Q. How much after 2 do you think it was?
A. I don't know, sir.
Q. Wasn't it after 3 o'clock?
A. After 3 o'clock, anyway.
Q. It was after you had had your dinner that the mail-carrier brought you this letter?
A. Yes, sir; I had had dinner.
Q. Your dinner-time is 12 o'clock, isn't it?
A. If I ain't doing nothing I eat any time I get hungry.

Mr. SIMONTON: I want to introduce that pension certificate, just to identify this person.
The COURT: You have got the certificate and a copy of the roll, as you had in the other case?
182 Mr. SIMONTON: Yes, sir.
Judge GREER: I do not think this is competent. The roll shows him to be a pensioner, and we admit that.
The COURT: Under what act of Congress was this pension allowed?
Judge GREER: June 17th, 1890.

Doc ANDERSON (colored), a witness for the Government, being first duly sworn, was examined by Mr. Simonton as follows:

Q. What is your name?
A. Doc Anderson.
Q. Are you any kin or connection of Joshua Haynes?
A. Yes, sir.
Q. What is it?
A. I married his oldest daughter.
Q. How far did you live last April a year ago from Joshua Haynes?
A. About three doors, in the same building.
Q. What was your business then?
A. Hauling coal.
Q. How long had you been hauling coal?
A. About ten years, or maybe a little longer.
Q. Did you see Joshua Haynes at that time with any money?
A. Yes, sir; I happened to come by home and I stopped and went upstairs, and I went in his room—I have to pass his door—

POOR COPY

and he said he had drawed his money. He had it on his knee, counting it.

Q. How much money did he have?

183 A. I seed three ten-dollar bills and a five and four dollars in silver and one paper dollar, all I ever seed.

Q. Do you know what time of day that was?

A. It was, I'm sure it was, between 12 and 11, I think; I don't know.

Q. Well, are you certain about the time it was?

A. No; I'm not certain 'bout the time.

Q. How came you to be there?

A. Sometimes I ain't got no 'backer, and stops and go by home and gets 'backer and a drink of water, 'case it's right on the way to my yard.

Q. Every day?

A. Yes, sir; pass there every day.

Q. Did you see Haynes when he got home?

A. He hadn't been in the house there but a few minutes.

Cross-examined by Col. GANTT:

Q. Mr. Joshua Haynes is your father-in-law?

A. Yes, sir.

Q. What is your wife's name?

A. Hannah Anderson.

Q. How long have — been married?

A. Well, I can't say exactly how long it is; over 12 years.

Q. And you are hauling coal?

A. Yes, sir.

Q. And your pa-in-law was in his room?

A. Yes, sir.

Q. And counting the money on his knee, was he?

A. Yes, sir; counting it on his knee.

Q. And that was the only thing he had on his knee?

184 A. The money; that was the only thing I saw, 'case I was in a hurry; never paid no 'tention.

Q. And it was between 11 and 12 o'clock?

A. I ain't right sure.

Q. But you wouldn't say it was earlier or later?

A. I can't say.

Q. Didn't you take dinner there?

A. No, sir; I always eats at my own house.

Q. Never eat with your pa-in-law?

A. Sometimes; it's very seldom.

Q. You stopped there between 11 and 12 to get a drink of water, and what else?

A. Went to get either water or 'backer, one; can't say which one; ain't certain whether I went to get 'backer or water.

Q. They are both necessaries of life to a colored man, but you don't — which one you needed?

A. Been so long, I can't remember which one.

BLEED THROUGH

Q. Yet you can remember about the money—three ten-dollar bills and a five and four dollars in silver and one in paper?
A. I ricollect that.
Q. It was on his knee?
A. On his knee. He was counting it.
Q. Did you get the water or the tobacco?
A. Yes, sir; got what I went after.
Q. You were only there a short time?
A. Yes, sir; I takes my load on them, 'case I'm hauling by the load.
185 Q. And as you got the tobacco or water or whatever it was you went back to your dray and mules?
A. Went back to my team.
Q. Didn't stay there and take a rest?
A. Didn't have time.
Q. You stood up whilst you were there?
A. Yes, sir; I stood up.
Q. Who else did you see there?
A. I disremember exactly who was there; was some more in there. I know his wife was there, and I can't say exactly who, 'case I didn't take that much pains. I said, "Josh., that little money you got; ought to take care of little money you got and save it."
Q. Did your father-in-law need such caution as that?
A. That's my advice to him, or him to give it to me if I have money.
Q. And you gave the old man a piece of your mind?
A. I — very glad to have him give me that if I needed it.
Q. You were just leaving him. Was that a parting shot?
A. I was going on back to my work. If you hire me you want me to take your time, don't you?
Q. Well, you were going away when you gave him the advice?
A. When I was going out of the door I give him that word.
186 Q. Did you look him square in the eye?
A. I don't know.
Q. Is there anything, Dr. Anderson——
A. No, sir; I ain't no doctor, Doc.
Q. Well, was there anything to make you remember that there were th-ee ten-dollar bills and four silver wheels and one paper dollars? Was there anything to impress that on your mind?
A. I know very well when I look at anything and count it. Of course, I'm counting money every day for white people, for I handle from $100 to $200 for Mr. Hanna, and it's my business to carry it in my head.
Q. Did you make a memorandum of it?
A. I keeps count of it in my head.

Mr. SIMONTON:

Q. I want to ask you, did Joshua Haynes have any little book that day?
A. He had a book on his knee.

H POOR COPY

Col. GANTT:

Q. You told me he hadn't anything else on his knee but the money.

A. I know he had papers and money, too, but I taken no time with that paper.

HANNAH ANDERSON (colored), a witness for the Government, being first duly sworn, was examined by Mr. Simonton as follows:

Q. What is your name?

A. Hannah Anderson.

Q. You have been sworn?

A. Yes, sir.

187 Q. Are you any kin to Joshua Haynes?

A. Yes, sir; he is my father.

Q. Are you the wife of Doc. Anderson?

A. Yes, sir.

Q. Do you know anything about when Joshua first got his pension through and got some money on it?

A. I 'members him drawing some pension in April.

Q. Of what year?

A. In 1884—in 1894.

Q. Last year?

A. Yes, sir; last year.

Q. What do you know about it?

A. Well, all the money part what I saw. I seen three ten-dollar bills and one five and four dollars, one silver and one paper dollar.

Q. Where did you see that?

A. I saw it in his room.

Q. Where had he been; do you know?

A. No, sir; I don't know where he had been.

Q. How come you to go in there?

A. Well, I'd been always going in there—in his room.

Q. You did not live in the same house?

A. We live in the same building, just three doors apart.

Q. How come you to see the money? What was he doing with it?

A. He had it in his hand.

Q. Had he just come in?

Col. GANNT: Let her tell; don't lead her.

Mr. SIMONTON:

Q. Who else was there?

A. At the time wasn't anybody in there but I and him and his wife.

188 Q. How come you — know what sized bills they were?

A. Well, I seen 'em.

Q. Did you count it?

A. No, sir; I didn't, to say count 'em, but I was looking at 'em.

Q. Did you have them in your hand?

BLEED THROUGH

A. No, sir; I didn't have 'em in my hand at all. His wife had 'em.
Q. Was she looking at them, too?
A. Yes, sir.
Q. Did nobody else come in there?
A. Nobody else didn't come in there; only I was in there.
Q. Did your bring anything else but the money?
A. No, sir; didn't bring anything else; that's all I seen.
Q. Did you see no little book?
A. No, sir; I didn't see no little book at all.
Q. Do you know about what time of day it was?
A. It was in the evening.

Cross-examined by Col. GANTT:

Q. Well, Mrs. Anderson, what time in the evening was it?
A. I never looked to see what time it was. I know it was kind o' late in the evening.
Q. You were examined here before *you*, weren't you?
A. Yes, sir.
Q. How long before?
A. I was here last Wednesday, I believe, or Wednesday before last—last week some time.
189 Q. Didn't you say it was about 2 o'clock; that you were just starting out to do your work—to wash—that it — about the time you went out to work?
A. Yes, sir.
Q. And that was about the hour—about 2 o'clock? Did you see your husband there?
A. He come in afterwards. He wasn't in there when I come in.
Q. How long after that?
A. I don't know what time he come in.
Q. He was not about there then?
A. No, sir.
Q. Wasn't he there at 12 o'clock?
A. No, sir; he wasn't there. If he was there at 12 o'clock I wasn't there.
Q. Where were you at 12 o'clock?
A. I was at work.
Q. What time do you go to your dinner?
A. I always get in at half past 1.
Q. And then you start to your work again about 2?
A. Yes, sir.
Q. Did you get your dinner that day?
A. Yes, sir.
Q. Where?
A. At the place where I was working.
Q. And you were just in the habit of going in there, and you went in your father's room, and your ma was there, and you and your pa and your ma were all in there together, and your pa had the money in his hand?

POOR COPY

A. Yes, sir; he had it in his hand when he first come in.

Q. Were you there when he first came in?

190 A. I wasn't in there when he first came in, but I come in directly after he come in.

Q. If you were not in there when he came in and did not see him come in, how do you know that he had the money in his hand when he come in?

A. Well, he had it in his hand when I got in there.

Q. In which hand?

A. I never took notice what hand he had it in.

Q. In one of them, though, sure?

A. Yes, sir.

Q. Was his hand open?

A. I don't know, sir; never noticed.

Q. Was it shut?

A. I don't know, sir.

Q. Did he have all those ten-dollar bills and those four silver dollars and that five and that paper doliar—have all that in one hand?

A. I never took notice to see whether he had it all in his hand at once or not.

Q. Was he counting it?

A. He gave it to his wife, Aunt Mattie.

Q. Did you count the money?

A. No, sir; I never counted it.

Q. Can you count money?

A. Mighty little.

Q. I suppose you can count little money, but not big money?

A. Yes, sir.

Q. You are not much on the count?

A. No, sir.

Q. What year did you say this was?

A. I said it was in 1894.

191 Q. In the month of April?

A. Yes, sir.

Q. You know all the months in the year, don't you?

A. Yes, sir; I know most on 'em.

Q. Which is the one you don't know?

A. Some of 'em I don't know and some I do.

Q. You say your husband came there after that?

A. Yes, sir.

Q. Did you see him when he came?

A. No, sir.

Q. How do you know he came?

A. Well, the child told me he come in there.

Q. You must not tell what your husband said.

A. They told me when I come back at night.

Q. Were you summoned as a witness when you were examined before up here?

A. When I was up here; yes, sir.

Q. Who summoned you—your father?

BLEED THROUGH

A. No, sir; he never.
Q. Did not you testify when you were examined before that your father told you to come?
A. Yes; he told me first time I was here.
Q. He came down at night and told you you were wanted, and you came the next day?
A. Yes, sir.
Q. And that is all you know about it, isn't it?
A. Yes, sir; that's all I know.

C. Q. HARRIS, a witness for the Government, being first duly sworn, was examined by Mr. Simonton as follows:

192 Q. Your name is C. Q. Harris, I believe?
A. Yes, sir.
Q. And what is your occupation?
A. Teller of the First National bank, sir.
Q. In this city?
A. Yes, sir.
Q. Look at this check—this being the Joshua Haynes check; identify it now and read it, so the jury may see what it is. Was that check paid through your bank?
A. (After looking at check). Yes, sir.
Q. And, as the teller, were you the person who paid the money out on it?
A. I presume so, unless I happened to be out a minute. I could not state positively.
Q. Do you know by whom that was presented?
A. No, sir; I could not state, but I think it was presented by the person who represented himself——
Q. We are asking you of your own knowledge?

The COURT: If he has an impression on his mind he can state it.

A. No, sir; I have not. It was cashed on the strength of Mr. Humes as a witness.

Mr. SIMONTON:

Q. Those sort of papers, would they or not be payable to the bearer when they were witnessed by a person *to* who is responsible?
193 If the person to whom it was payable could not write his name and his mark was witnessed by responsible witnesses, in accordance with what he stated there, would they be payable to the bearer?

(Objected to by counsel for defendant as a legal question and not a question of fact.)
The COURT: The court will answer any question of that sort in the charge that you want if it is endorsed by the person to whom it is made payable. I will give the instruction to the jury if you request it. That is a legal question rather than a custom of the bank.

POOR COPY

Mr. SIMONTON: May I inquire, then, as to the course of business in his bank in reference to that kind of check?

(Objected to by counsel for defendant as incompetent.)

The COURT: You may ask the question and I will see what it is when asked.

Mr. SIMONTON:

Q. Did the First National bank cash checks of this character and description at any time when you were there—pension checks, I mean?

(Objected to by counsel for defendant as incompetent.)
The COURT: I will see in a moment.

A. Well, I usually required—for instance, in that case I probably required Mr. Humes to identify the man that the check
194 was payable to. If it had been a small amount, like numbers of them are, I would not have required it.

Mr. SIMONTON:

Q. You have no recollection as to this particular check, whether you did or not?

A. None at all, sir.

Q. I was asking you if in the course of business in your bank down there, whether a check endorsed like that one is would be paid?

A. I think it would, sir. If I was positive as to the signature of the witness on there I would pay it. If I was thoroughly familiar with the signature of the witness I would pay it.

Q. Were you thoroughly familiar with the signature of Mr. Humes?

A. Yes, sir.

Q. And he is the witness on there?

A. Yes, sir.

Q. The name of the payee, the mark, is that in Mr. Humes' handwriting, too?

A. Yes, sir.

Q. And if Mr. Humes' name was on there as a witness to that mark, in the course of business in the bank there, you would pay a check like that?

A. I think so; yes, sir; unless there were some circumstances about the check that would rouse my suspicions.

Q. If Mr. Humes had brought that check himself?

A. I would have undoubtedly have cashed it.

Cross-examination by Judge GREER:

195 Q. That check is payable to Joshua Haynes, Mr. Harris, is it?

A. Yes, sir.

Q. There is a circumstance about that check which would arrest

BLEED THROUGH

your attention, from the fact that it has a cross-mark on the back of it, isn't there?

A. Yes, sir.

Q. I think I understand you to say that anything for as large an amount as $250, that you would probably have required Haynes to bring Mr. Humes over to identify him?

A. Yes, sir.

Q. You have stated that for small amounts, like $24, that you have seen, that you would simply have cashed them, knowing the signature?

A. Yes, sir.

Q. Your memory does not serve you about this particular check, does it?

A. No, sir; it does not.

Q. This Union savings bank is in the same building as the First National bank?

A. Yes, sir.

Q. Are you acquainted with Mr. Brooks, the teller there?

A. Yes, sir.

Q. Can you state from looking at that check the day it was paid?

A. No, sir; I could not.

Q. If you were to see Joshua Haynes now and have an opportunity to look at him, would that probably refresh your memory enough to know whether you had ever seen him before?

A. I would not know him.

196 Q. If you were told that he had opened an account with the Union savings bank in this same building and kept a bank account for a month or two, would that assist you so you could recognize him as the payee of that check?

A. No, sir; it would not. I probably saw him for that one time only, and then did not pay much attention to him.

Re-examined by Mr. SIMONTON:

Q. You say that in one of those checks involving a large amount you might probably require the pensioner or the payee to be present himself and identify it?

A. Yes, sir.

Q. You do not say that that was required in regard to this check?

(Objected to by counsel for defendant as repeating what was gone over in chief.)

A. No, sir.

Q. And you do not say that it was not required?

A. I said I did not remember whether I required it in that case or not.

Q. I understand that you say now that for all small checks—$36 and like that—you would pay them?

(Objected to by counsel for defendant as repeating the evidence.)

SH POOR COPY

The COURT: He stated on the original examination that
197 a small check of $20 or $25 he would cash on the faith of Mr. Humes' name as a witness; and then Judge Greer asked him the same thing and he repeated it, so there is no doubt about that.

Mr. SIMONTON:

Q. How large a check now—what size of check—according to the course of business, would you have cashed in that way?

A. I would say nothing over $100.

Q. I want to ask you, refreshing your memory, if you have not within the last ten days paid on the endorsement of Anthony Stevenson?

(Objected to by counsel for defendant as both leading and as stating a special instance, whereas the examination had limited the witness to the course of business at his bank. Objection sustained by the court.)

Mr. SIMONTON:

Q. I want to ask the witness this question, then: I want to ask you if, with Mr. Humes' endorsement on that check, you would have paid it at your bank.

(Objected to by counsel for defendant. Objection sustained by the court.)

Mr. SIMONTON: Could I not show that the witness himself in his general statement misapprehends, to some extent, his course of business and what the course of business in the bank is?

198 The COURT: You have introduced the course of business in the bank yourself, and the witness states what his course of business was. Now, in a re-examination it seems to me that the tendency of your question is to undertake to show that your witness is mistaken. I will let the course of business come in because of its analogy to a custom, but I do not think that instances are competent.

Mr. SIMONTON: Not by way of illustrating that course of business?

The COURT: No, sir.

DOC ANDERSON (colored) was then recalled and further cross-examined by Col. Gantt as follows:

Q. You answered today, I believe, that you stopped to get water or tobacco, you did not know which. Did you not swear on the former trial, when you were examined in this case, "I came home to dinner and I happened to stop by there and stepped in the door and he told me he had drawed it?" Did you swear that on the former trial?

A. I say either dinner or something I went home for. It's been so long it's run through my mind.

Q. Did you swear this on the former trial or not, that you said today?

BLEED THROUGH

199 A. I said either 'backer or water or something. I goes every time I goes with a load I passes my house.

Q. You were asked, "You just drove by there?" Answer. "I live there and I stop by there and get a good dinner." Q. "And you were in a hurry?" A. "Yes, sir." —"You went in and saw him counting something on his knee?" A. "Yes, sir." Q. "You looked at it and then went on off to your work?" A. "After I got my dinner."

Did you swear that before?

A. I said either dinner or 'backer or something I went there for. I said that today. I disremember my memory.

Q. It has not been more than ten days since you were examined.

A. It was either 'backer or dinner before.

The COURT: The question is not now how it was. This is not it. But did you swear that as he reads it to you?

A. I don't remember, Judge. I said I either stopped there to get dinner, because sometimes 'bout three or four o'clock——

Mr. SIMONTON:

Q. So you don't say positively whether you did swear that?

A. It was either dinner or 'backer or something.

Q. Do you remember what you did swear about it on the former trial?

200 A. I told 'em either dinner or water or something; I can't say which.

W. M. RAGSDALE, a witness for the Government, being first duly sworn, was examined by Mr. Simonton as follows:

Q. What employment have you in the Government service, if any?

A. I am a special examiner of the board of pensions.

Q. Do you know the handwriting of the defendant, Lowry W. Humes?

A. Yes, sir.

Q. Have you seen him sign his name?

A. Yes, sir; and had him identify his signature to other papers, or to one other paper.

Q. Has much of his handwriting come under your observation in your official position?

A. A great deal of it.

Q. Mr. Ragsdale, when we examined you before noon I think you stated that you knew the handwriting of Mr. Humes.

A. Yes, sir.

Q. I will ask you now if you had a file of papers in the Bloodson case.

A. Yes, sir; I have.

Q. How did those papers come into your possession?

A. They were sent to me by the Commissioner of Pensions
201 in the course of official business, in the official envelopes.

Q. And these checks are vouchers that have been introduced here? Where did they come from?

POOR COPY

A. They were received in the same manner by me from the Commissioner of Pensions.

Q. Now, in that file of Bloodson's are there some papers in there during the course of the pendency of those papers that were written by the defendant Humes—in his handwriting?

A. Yes, sir.

Q. I wish you would state to the jury, in order that they may understand them, something about the course of business in the pension cases. What is the first step in it?

A. The filing of a declaration.

Q. Where is that filed?

A. With the Commissioner of Pensions.

Q. Where is that prepared?

A. Prepared wherever the claimant might be.

Q. In that declaration is there an attorney set out or a power of attorney to any one? You have got some declarations there?

A. Yes, sir; usually in the body of the declaration space for the appointment of an attorney in the case. When an attorney goes into this business he generally prints his blanks of the form
202 prescribed by statute and generally prints his own name in there, because he will use those blanks.

Judge GREER: I do not see the object of this evidence. The defendant did not claim that he was an attorney and you do not claim it.

The COURT: We will assume that he will make it competent.

Mr. SIMONTON:

Q. After an application is filed what business then has an attorney to do or what does he do in the course of his business?

Judge GREER: This witness is not an attorney.

Mr. SIMONTON:

Q. Are you familiar with the business?

A. Perfectly.

Q. What opportunity have you had of becoming familiar with the business?

A. I have been connected with the Pension Department either as attorney's clerk or commissioner for eight years.

Q. Where were you during that period?

A. I was in the department, at Washington, two different times, covering a period of two years and a half, and have been in the field service as special examiner two years, and I was with M. S. Stevenson & Co. almost four years as pension attorneys.

203 Q. I was asking what steps are pursued.

A. As far as the attorney is concerned, he is usually called upon by the department for the necessary evidence.

Q. Is a correspondence kept up between the department and the attorney?

A. And the attorney of record; yes, sir.

Q. In the Bloodson case is there any correspondence on file in

BLEED THROUGH

those papers which you have which you recognize as in Mr. Humes' handwriting?

A. Yes, sir.

Q. Let us see it.

A. Here are some postal cards.

The COURT: You offer those now to show that he was representing Bloodson?

Mr. SIMONTON: Yes, sir; that he was acting in the case as attorney.

Judge GREER: We claim that he was acting as United States commissioner and administering oaths; that he had no agency in the business.

A. These papers, some of them, are in Mr. Humes' handwriting and from their tenor emanated from Mr. Humes.

(Counsel for defendant objected to the words "emanated from Mr. Humes" as incompetent. No ruling of the court.)

Mr. SIMONTON:

Q. We will identify those when we get to them. You know the handwriting on that postal card?

A. Yes, sir.

204 Q. Whose is it?

A. Mr. Humes'.

Q. This postal card is directed to the Hon. Commissioner of Pensions, Washington, D. C., and is as follows: "Kindly advise me cause of delay in my claim. Isaac Bloodson, 928,075, 13 Madison St., Jan. 24, 1894, L 49, U. S. K. T." That, you say, was Mr. Humes' handwriting.

A. Yes, sir.

Judge GREER: We object to the reading of that in evidence. You were passing it to him for the purpose, I thought, of identification. I do not see, whether it was or was not Mr. Humes' handwriting. that it is competent to establish any agency. Bloodson confessedly does not know how to write.

The COURT: For what it is worth it may go in. That is competent.

(To this counsel for defendant excepted.)

A. (Taking another postal card.) This is in Mr. Humes' handwriting, addressed to the same, and reads, "Advise me as to cause of delay in my pension. P. O., care of Deadrick & Co., E 49, Sept. 9, 1893." And then, in pencil, on the margin, is, "Certificate 690,909."

Col. GANTT: What is the date of that, before passing?

205 A. September 9th, 1893, in Mr. Humes' handwriting. The pencil marks here I cannot identify as being Mr. Humes'. I have an idea as to how they came there, but I shall not say. Here is another postal. 928,075, L 49, Dec. 5, 1893, and it also bears in front of the number given here "K. T. F," and in red ink, which I do not recognize as Mr. Humes' handwriting. The stamp of the

POOR COPY

Pension Office shows it was received in the Pension Office on December 8th, 1893.

Q. Is that all of it?

A. All except that in red ink.

Q. What is the paper you now have in your hands?

A. This envelope contains a typewritten letter from W. H. Childs, of New Orleans, dated March 5th, 1894, and in the corner here is "L 49, U. S. K T," which is in Mr. Humes' handwriting. That shows that it was received in the Pension Office March 8th, 1894.

Judge GREER: You testify that that is Mr. Humes' handwriting?

A. I say that it is Mr. Humes' handwriting.

Judge GREER:

Q. Look at those two and compare them. Do you see the slightest similarity?

206 The COURT: It was only abbreviations that he said were.

Judge GREER: I want him to look at it before he speaks positively about it.

(The witness here compared the two papers as requested.)

A. Of course, I did not see Mr. Humes write this on there, but it is very similar to his handwriting and I should judge that he did it.

Judge GREER: We object to this at all. It purports to be a letter from W. H. Childs, of New Orleans, La., and is typewritten.

The COURT: What is your theory about that—that Mr. Humes, in fact, wrote it in the name of these gentlemen?

Mr. SIMONTON: Yes, sir; the post-office address, 13 Madison street, Memphis, Tenn., has been shown.

(The court overruled the objection; to which counsel for defendant excepted.)

Mr. SIMONTON:

Q. What else have you there?

A. I have two postal cards and a letter, all typewritten, one similar to the one just shown, the only writing on it being "L 59, U. S. K T," the services of the soldier. This is all that is in writing on it.

Q. Read the card.

207 A. (Reading:) "Advise status of claim of Isaac Bloodson. This is the 6th request for status of the past year without eliciting any reply or apparent notice of the same. Yours, W. H. Childs, successor to Deadrich, Powers & Co." Stamped: "September 20th, 1894." Post-office, here, 17 West Court street, Memphis, Tenn. That is addressed to the honorable Commissioner of Pensions, Washington, D. C., and shows that it was received September 22d, 1894.

Q. Can you tell where it was mailed?

BLEED THROUGH

A. Memphis, Tenn., September 20th, 11 a. m., according to the postmark.

Q. What is that card you have now?

A. I have another postal card, 928,075, signed W. H. Childs; post-office address given, 17 West Court street, Memphis, Tenn. This shows that it was received in the Pension Bureau October 22d, 1894. (Witness here read said card to the jury.)

Q. Is there any mark on there that you recognize as Mr. Humes' handwriting, anywhere? I believe you say that is printed?

A. Yes, sir; that is in print. No, sir; there is no hand-
208 writing that I can identify on this. There is some handwriting on the face of it here that I cannot identify.

Q. What else have you there?

A. I have a typewritten letter addressed to the honorable Commissioner of Pensions.

The COURT: You say there is no part of that postal card that you can identify as Mr. Humes' handwriting?

A. No, sir.

The COURT: Judge Greer, do you object to that?

Judge GREER: Yes, sir.

The COURT: That objection is sustained.

Judge GREER: It is only those in which he testifies that there is an identification that your honor will admit?

The COURT: Yes.

Col. GANTT: Is that typewritten?

Mr. SIMONTON:

Q. Can you identify that from any marks on it as Mr. Humes'?

A. Well, no, sir; I cannot.

Q. What is it?

A. It is typewritten and has the post-office of Isaac Bloodson, who makes his mark, 17 West Court street, Memphis, Tenn.

Q. What is the date of that?

A. It is dated January 7th, 1895.

Q. Do you know who occupied the office at No. 17 West Court street at that time?

A. Mr. Humes had his office there at that time.

209 Judge GREER: Well, the witness does not know that.
The COURT: He says he does.

Judge GREER:

Q. You knew nothing about what was in Memphis, then?

A. I beg your pardon, Judge. I was here in September, 1894, and had several occasions to go to Mr. Humes' office.

The COURT: Well, now, you may introduce that with that circumstance. That is admitted, gentlemen, and its effect depends on whether you believe it was written by Mr. Humes in fact. It is admitted with the circumstance that it has his office number.

POOR COPY

(Said letter of January 7th, 1895, was then read to the jury by the witness.)

A. That stamp shows that it was received in the Pension Office January 12th, 1895.

Col. GANTT: We do not agree that that is competent, if your honor please. It is not relating to this transaction, and is after it.

The COURT: It is offered for the single purpose of showing that he was aiding this man in the prosecution of his claim, and for that purpose only is admitted.

Mr. SIMONTON:

210 Q. Have you any more in these particular cases?

A. No, sir; I don't think that I have. I have here a copy of a letter which was mailed, according to this copy, to W. H. Childs, Memphis, Tenn., dated November 14th, 1894, and the memorandum on the back of it here says: "Nov. 14th, 1894. W. H. Childs informed as per inclosed slip. W. A. H., examiner."

Q. What was that in answer to?

A. It was in answer to these communications.

Judge GREER: You mean it appears to be so?

A. And from my knowledge of the course of business there, I am prepared to say that it was so.

Col. GANTT:

Q. Have you the original document sent to Mr. Humes?

A. No, sir; I have not.

Col. GANTT:

Q. Or sent to the party, Childs?

A. No, sir; I have not.

Col. GANTT:

Q. That which you have there purports to be a copy?

A. A copy kept on file of what was sent to them that day. We have a great many printed slips which, when we call for evidence, we have a few little blanks to fill up in the brief what is required, but frequently we are required to write letters which are not

211 in the usual course of things, for which we have no printed circulars, and when a letter is written careful examiners usually keep a copy of it to file with the papers, if anything should come up, to show what was written to the party that day, and on the back of this is the endorsement, "W. H. Childs informed as per enclosed slip," of even date.

Col. GANTT:

Q. So they can keep track of it?

A. Yes, sir; of the prosecution and progress of this claim.

Col. GANTT:

Q. Where is the original of that?

BLEED THROUGH

A. The original appears to have been mailed to W. H. Childs, Memphis, Tenn., November 14th, 1894, of which this is a copy.

Judge GREER:

Q. Who purports to make that?
A. This purports to be made by the examiner who wrote it.

Judge GREER:

Q. Are not those letters letter-pressed?
A. No, sir; they are not in the special examination division. Where they have correspondence emanating directly from there to people there is a system by which they keep copies; but letters to attorneys are written upon ordinary letter paper for the purpose, and as a rule copies are not always kept; but in important
212 cases examiners make a copy of it.

Col. GANTT:

Q. Is the man who wrote that living or dead?
A. I could not tell you, sir. I could not even tell you his name, except William A. Hill.
Q. And you really do not know the man?
A. No, sir.

Col. GANTT:

Q. And do not know whether he is living or dead?
A. No, sir.

Col. GANTT:

Q. And do not know the handwriting?
A. No, sir.

Mr. SIMONTON: In response to one of these other letters, we would like to introduce it, if it — competent.
(Objected to by counsel for defendant as incompetent. Objection overruled by the court; to which counsel for defendant excepted. Said copy was then read to the jury by witness.)

Mr. SIMONTON:

Q. By whom is that signed?
A. It is over the signature of the Commissioner of Pensions, by one of the clerks.
Judge GREER: Does that purport to be there?
A. No, sir; not on this paper.

Col. GANTT: And this is not even a suit that is being prosecuted, but one prosecuted long before to a final termination?

213 Q. What is that you have now, Mr. Ragsdale?
A. This is what purports to be an answer to that letter. It is typewritten and emanates from W. H. Childs, post-office here, 17 West Court St., Memphis, Tenn.
Q. Now, you may read that.

POOR COPY

(Objected to by counsel for defendant as incompetent. Objection overruled by the court; to which counsel for defendant excepted. The letter of November 24th, 1894, was then read to the jury by the witness.)

A. Here is a copy of the letter referred to, dated Knoxville, Tenn., November 23, 1894.

(Said letter was here read to the jury by the witness.)

Mr. SIMONTON:

Q. Mr. Ragsdale, have you a letter which concurred with these, about this time, which the defendant, L. W. Humes, addressed to one Abram Marsh in regard to his operations here in the city in regard to pensions?

Judge GREER: We cannot see any predicate upon which that would be competent.

Mr. SIMONTON: If in that letter he explains his manner of running his business here and his connection with the Pension Department, it is highly competent. You had such a letter here before, Mr. Ragsdale?

214 The COURT:

Q. Has that letter been admitted heretofore over your objections?

Col. GANTT: No, sir; there was no objection made before. The testimony took, if your honor please, a wider range before than we want to give it this time.

(After argument by counsel, the court admitted the letter; to which counsel for defendant excepted.)

Mr. SIMONTON:

Q. Is that in type?

A. In the handwriting of the defendant, Lowry W. Humes; dated January 4th, 1894, and stamped in the corner, in stencil, "L. W. Humes, law office, 15 Madison St., Memphis, Tenn.," to Abram Marsh. Then here is one dated December 6th, 1895, stenciled in the corner, "L. W. Humes, law office, 15 Madison St., Memphis, Tenn.," also to Abram Marsh. Another to the same party dated November 10th, 1893, and stenciled in the corners the same as the others; also one dated September 15th, 1893, to Abram Marsh, and stenciled in the corners like the others.

(The said letters were then read to the jury by witness.)

The COURT: Now that batch of letters is admitted only in
215 so far as it speaks of his relation to Childs, and the remainder of it is excluded. You understand that, gentlemen of the jury, that so much of it as explains his relation to Childs by saying that he is in charge of the office here at Memphis is admitted and all the rest excluded.

Mr. SIMONTON:

Q. What have you there, Mr. Ragsdale?

BLEED THROUGH

A. Three postal cards which I obtained from Noah Crawford. They are in the handwriting of the defendant, Lowry W. Humes, and one of them bears his signature, and two of them the signature of Deadrick & Co.

Q. That is neither to Bloodson, Anderson, nor Haynes, is it?

A. No, sir; this is to Noah Crawford.

Q. A pensioner, and written from the same office here by the defendant?

Judge GREER: There is no proof that he is a pensioner, and it is nothing in the world but a postal card addressed to a man who has no connection with this case.

Mr. SIMONTON: I think those are competent to show his course of business.

The COURT: You mean he in fact writing them and signing the name of Childs & Co. to them?

216 Mr. SIMONTON: Sometimes his own name and sometimes theirs.

(After argument by counsel the court sustained the objection, to which the district attorney excepted.)

Q. Have you any communication between him and William Anderson?

A. Yes, sir.

Q. That is in the William Anderson case, is it?

A. Yes, sir.

Q. In whose handwriting is that?

A. That is in the handwriting of Mr. L. W. Humes.

Q. How is it signed?

A. Deadrick & Co., 13 Madison St., Memphis, Tenn.

Q. To whom is it addressed?

A. It is addressed to William Anderson, and dated September 15th, 1893.

(Said letter was here read to the jury by the witness.)

Q. What is that you have now?

A. In the Joshua Haynes case I have two postal cards which were given to me by Joshua Haynes. They are typewritten and signed "Yours, &c., L. W. Humes," and reads as follows: "Come up and see about your papers." And the date is in pen and ink, "4, 5, '94."

Q. What would that mean?

217 A. I suppose April 5th, 1894. I read the one and gave the other date to it. This is 4, 17, '94—all typewritten: "Come to the office and see about your papers. L. W. Humes." These are addressed to "Joshua Haynes, city, 72 Front St.;" and I have here a typewritten slip dated March 4th, 1895. This was handed to me by the pensioner Joshua Haynes.

(Said slip was here read to the jury.)

Q. What name appears signed to those relating to the pension claim of Joshua Haynes?

A. Some of them are signed "W. H. Childs & Co., New Orleans,

POOR COPY

La., Memphis post-office, 13 Madison St., Memphis, Tenn., successor to Deadrick & Co., H. C. & F. H. Powers;" and some of the postal cards are in the handwriting of Mr. Humes and addressed to Joshua Haynes. They are of the following dates: August 1st, 1894; January 8th, 1894; September 2d, 1893; September 4th, 1893; June 12, 1894; February 24th, 1894.

(All of which were read to the jury.)

Cross-examined by Col. GANTT:

Q. Mr. Ragsdale, you are special examiner, you say?

A. Yes, sir.

218 Q. Your business takes you over a pretty wide field?

A. Yes, sir.

Q. Do you range from here to New Orleans?

A. No, sir.

Q. How far do you go?

A. My headquarters are in Memphis, Tenn., *any* my territory in Shelby county, and—I cannot just now say how many counties, but almost twenty counties, in North Mississippi—over to the Alabama line.

Q. Your examinations are secret, are they?

A. Not altogether; no, sir.

Q. How much are they secret?

A. Well, I could not tell you just what proportion of them, Col. Gantt. The main body of our work is what we call merit work—that is, investigating the merits of the pensioners' claims, to see whether or not the pensioners are entitled to the pensions they claim. Then the other part of what is called on the road—is what we call criminal work—detecting any violations of the pension laws, &c.

Q. It is really a secret inquisition, is it not?

A. We usually take it *ex parte*.

Q. The fellow that is charged is not there?

219 A. No, sir.

Q. And the witnesses that you examine are generally examined in some room or place where you carry them?

A. Wherever I find them.

Q. And if you find a man willing to let you take his statement in writing you take it?

A. I take it anyhow.

Q. The witnesses are not sworn?

A. I generally put them under oath.

Q. Have you any power, Mr. Ragsdale, to swear a man?

A. Yes, sir.

Q. When there is no case pending?

A. Yes, sir; whenever, in my opinion, I believe there has been an infringement or violation of the pension laws I have a right to put a man under oath and take his deposition.

Q. Any man?

A. Yes, sir.

BLEED THROUGH

Q. Pardon me if I ask if you could, without any inconvenience, put your finger upon some act of Congress which gives your authority to do that.

Mr. SIMONTON: I can do that for him.

The COURT: What is the point in that, Col. Gantt? How does that affect this case?

Col. GANTT: I don't care to press it.

220 (This line of inquiry was objected to by the district attorney and the objection was sustained by the court; no exception by counsel for defendant.)

Col. GANTT: How long have you been in this business?

A. Since September, 1894—since I have been in the field.

Q. What do you mean by being in the field?

A. When we are away from Washington we call it "field-work."

Q. You are a sort of "free lance" and ranger, then?

A. You can put your own interpretation upon it, Col. Gantt.

Q. In the discharge of your duties are you alone or do you have assistance allowed?

A. I am nearly always alone.

Q. Are you alone here?

A. Oh, no; there are four of us here.

It was admitted by counsel that it was the course of business prior to May, 1895, to deliver all letters, including pensioners' letters, to any address to which they were sent instead of looking up the pensioners in person.

The Government then rested its case. The following evidence was then introduced on behalf of defendant, being the testimony of each witness examined by def't.

221 The defendant, LOWRY W. HUMES, being first duly sworn, was examined by Col. Gantt as follows:

Q. What is your name?

A. Lowry W. Humes.

Q. You are the defendant, are you?

A. Yes, sir.

Q. Are you a pension attorney?

A. No, sir.

Q. Have you ever been?

A. Never.

Q. Do you know William Anderson?

A. Yes, sir.

Q. About how long have you known him?

A. I have known him since September of 1893; maybe some short while before that; six months, or something like that.

Q. Will you look at this paper and state what it is?

A. This is William Anderson's voucher.

Q. What is the date of that?

A. It was executed by him on the 28th day of September, 1894.

POOR COPY

Q. Had he drawn any money before that?
A. No, sir.
Q. Where was that executed?
A. In my office.
Q. Who filled that voucher?
A. I did. I filled in the post-office address and typewrote his name and let him make his mark, and signed my signature and put the date to it.
Q. Who put the amount in there?
A. Mr. Carpenter. That was done at the pension office at Knoxville.

222 Q. Then when you received that voucher it contained the amounts?
A. Yes, sir.
Q. What is that amount?
A. $546.40.
Q. Now, you say that William Anderson executed that? What do you mean by executing it? What did he do?
A. I mean to say that William Anderson came in my office and——
Q. I asked what he did in executing that paper?
A. He touched the pen to make his mark, and I read him the paper and then administered the oath to him.
Q. Who were the witnesses, if any?
A. The colored boy, W. G. Franklin, and a man by the name of S. Bettis.
Q. State whether or not you were present when they witnessed it.
A. Yes, sir; Frank was in the office.
Q. Were Bettis and Franklin present?
A. Yes, sir.
Q. State whose mark that is. Who made that?
A. William Anderson touched the pen to make it.
Q. Was any oath administered to him?
A. Yes, sir; he was sworn to it; sworn that he was the identical William Anderson.
Q. Read that part.

(The witness here read the voucher and certificate.)

Q. State whether or not that paper was read to Anderson.

223 A. Yes, sir; and explained to him fully. The calculations on the back of it in pencil will show it all.
Q. Whose handwriting is that in?
A. That is done at the Knoxville office.
Q. Was that read to him, too?
A. Yes, sir; and his pension certificate, too. They were all opened in my office on the morning of the execution of this voucher in his presence and at his request, and everything on the face and on the back of it was read to him. Anderson was first in my office about this thing. I first got news of it about the 21st of September, and wrote to him. They took it to Raleigh on the 22d. He was first in my office on the 24th of September, and I then told him these

BLEED THROUGH

papers had gone to Woodstock, Tenn., his original post-office, and on the 24th of September I wrote to the postmaster at Washington to please send his papers to me at Anderson's request and let him make a mark to it, and in answer to that all these papers addressed to William Anderson came to 17 West Court street.

Q. You have only one paper in your hand?

224 A. But his pension certificate was with it, telling him that W. H. Childs was attorney and a $10.00 fee was due.

Q. You wrote his address yourself—it was to come to your office?

A. Yes, sir.

Q. And that, you say, was at his request?

A. At his instance and request.

Q. Now, after you had prepared that paper in the way you have explained, what did you do with it?

A. I put it in an envelope addressed to Carpenter at Knoxville, Tenn., with a two-cent stamp on it, and gave it to William Anderson to mail, and he mailed it.

Q. About how long after that before you got a response?

A. My recollection is that Anderson's check for this money and his November voucher came the day that he got the money—the morning of Monday, October 8th, 1894.

Q. Then did you get a response to that?

A. Yes, sir.

Q. Look now and see whether this is the check that came in response to that.

A. Yes, sir; this is the check that came in response to that voucher.

Q. Please read it.

A. No. 743,156, October 3d, 1894, for $536.40, payable to William Anderson, and is signed by D. A. Carpenter.

Q. That, you say, came on what day?

A. It got to my office on Monday morning of October 8th, 1894.

Q. Was Anderson there on that day?

225 A. He came there that morning about 10 or 11 o'clock and the envelope that contained this was opened in his presence, the check fixed up and delivered to him.

Q. State whether or not he had been in a state of expectation about getting it.

A. I had told him on the 24th of September that it had been granted, and on the 28th he had executed that voucher.

Q. Was he expecting it?

A. Oh, yes, sir; he knew it was coming and was looking for it.

Q. What was done? You opened the papers, you say.

A. Yes, sir; in his presence.

Q. What else came in the envelope?

A. The voucher of November 4th, 1894. He was entitled to $36.00 more.

Q. And that check and the November voucher constituted all that was in the envelope?

A. All that was in that envelope. A. Yes, sir.

POOR COPY

Q. After you got that paper what was done with it?

A. When I opened that envelope at his request I took this check out at his request and he touched a pen and made that mark. I witnessed it myself, and had a young white man in my office, Mr. Purcelle, to witness his mark, and I delivered him the check.

Q. What was then done?

A. I made that old fat colored man, Cornelius Sanderlin,
226 show this man the Mechanics' savings bank, on the corner of Main and Madison.

Q. To go with this man Anderson?

A. Yes, sir.

Q. You told him to go with him?

A. Yes, sir.

Q. When you made that suggestion or gave him that instruction what was done?

A. He went out of the office with Sanderlin.

Q. Did you see him any more that day?

A. No, sir; he left his certificate and voucher on the desk and all his papers. He just took this check off with him.

Q. What became of them?

A. I just put them in the envelope and put them in the desk there.

Q. You saw him no more that day?

A. No, sir, and never saw him any more.

Q. Never mind that. About what time in the day was it when this endorsement was made on that?

A. About 10 or 11 o'clock, is my recollection.

Q. You know Sanderlin, do you?

A. Oh, very well.

Q. State whether or not he is a pensioner.

A. Yes, sir.

Q. Did you pay Anderson any money in your office upon that occasion?

A. Not one cent.

Q. That was what was done in regard to this?

A. That was what was done, and that was all that was done.

Q. Is that check for the full amount that he was entitled to?

A. Less the $10.00 for the attorney.

227 Q. I asked if it was for the full amount he was entitled to.

A. Yes, sir.

Q. Who filled that amount in there?

A. Mr. Carpenter. It was done in Mr. Carpenter's office.

Q. And all that you did was to assist him in the endorsement of the check?

A. That was all.

Q. And when that was completed you delivered it to him?

A. Yes, sir.

Q. And Sanderlin went with him out of your office?

A. Yes, sir.

Q. What did you get for your services in regard to that check, if anything?

BLEED THROUGH

A. I got a notary fee of 50 cents for the execution of the voucher. I got nothing for the check.

Q. When did you get that 50c.?

A. My recollection is that Sanderlin brought it back to me.

Q. When did he bring it back to you?

A. When he took the old man to the bank and he got the money he brought the 50c. back to me.

Q. And you saw nothing more of him then?

A. No, sir.

Q. Did he know the amount that was coming to him?

A. Yes, sir.

Q. Besides the expression of the amount in the voucher and in that check, had you ever talked to him on the subject prior to that time?

228 A. Yes, sir; I talked to him; I read him the certificate that tells he was entitled to $12.00 a month from the 18th day of October, 1890.

Q. Had you ever prior to that time talked to him on the subject of about how much he would get?

A. Oh, yes, sir; I told him that at the rate which they had given him it would be about $500 or $600.

Mr. SIMONTON: I wish you would designate the time and place of the conversation.

Col. GANTT:

Q. Can you name the time and place when that conversation took place?

A. I recollect we talked it over fully Monday morning, September 24th, the first time I saw him after his pension was granted, and then we read and talked it over on the 28th of September, when we executed this voucher.

Q. Do you know the pensioner Isaac Bloodson?

A. I know him; yes, sir.

Q. Did you procure his pension certificate or were you his attorney?

A. No, sir.

Q. When was that pension certificate in fact secured?

A. On December 11th, 1891, was when it was granted.

Q. Do you know whether or not it was lost and he had trouble about it?

A. I know that he swore that he lost it.

229 Q. In the case of a lost pension certificate what has to be done?

A. You have to make application for a duplicate, to state that it is lost, and ask them to grant you a duplicate.

Q. Was that done in his case?

A. Yes, sir.

Q. Now, then, you say he made application for a duplicate?

A. Yes, sir.

Q. Do you know whether or not he got his duplicate?

A. Yes, sir; he did.

H POOR COPY

Q. State whether there is any other sort of paper besides a duplicate that is given in case of a lost certificate.

A. I swore him to the application; that is how I know of it.

Q. Is there some other paper that can be employed and is employed, and, if so, what, in the case of a lost pension certificate, before the duplicate is issued?

A. We call it a permit or permission to draw without a certificate.

Q. Do you know whether or not Bloodson has such a paper?

A. I know he did have it. I know he made the first draw on a permit to draw.

Q. How do you know?

A. I am the man that made the statement for him that it was lost, and asked that a duplicate be issued or a permit to draw,
230 and the Commissioner sent him a permit first and a certificate afterwards. I swore him to the application. I administered the oath to him.

Q. Did you do these things as his attorney?

A. I did them as United States commissioner. I simply administered the oath to him according to a form sent me by Mr. Carpenter, the agent at Knoxville.

Q. Did you get anything except the notarial fees?

A. Not a cent.

Q. Did you get any pay whatever as attorney for the prosecution of these claims?

A. Not a cent.

Q. Who got the fee in Bloodson's case?

A. I think Mr. Homer C. Powers in Bloodson's case; his name is on it.

Q. What was done with the fee in that case?

A. It was sent to Powers.

Q. And that was ten dollars, I believe.

A. That was $10.00, under the act of June 27th, 1890.

Q. The whole amount of Bloodson's money was $577, and $10 came off of that? $10 was for the attorney's fee?

A. Yes, sir.

Q. When Bloodson's check came it was for that amount, less the attorney's fee, for $567.20?

A. Yes, sir.

Q. Now, I am anticipating a little, but will ask this: Did you receive a voucher or did Bloodson receive a voucher from the Pension Office?

231 —. He received a voucher and a permit to draw from Carpenter to make that first draw.

Q. How did that come?

A. Well, the original papers had gone to him at White Haven and been lost.

Q. But how did this come to him?

A. It came in an envelope addressed to him at my office, at his request.

Q. How?

BLEED THROUGH

A. Through the mails.
Q. To his address at your office?
A. Yes, sir.
Q. Now, state when it came what was done with it.
A. When it came, as soon as he came in the office, the envelope was opened in his presence, and he executed that voucher that you have there before you.
Q. Is that voucher just like the other that you read—the same in its features as the voucher that you read to Anderson?
A. It is the same, I expect. It names a different man. The rate is the same; the amount is different.
Q. How much is this for?
A. This is $577.20, and executed differently. Bloodson made this on the 10th of December, and it shows where I certify that he has his pension certificate with me. That is erased, showing that he drew on a permit.
Q. That is on the 10th of December, 1894?
A. Yes, sir.
Q. Who filled in the amounts?
232 A. They were filled in at Mr. Carpenter's office at Knoxville, Tenn.
Q. That paper came in with those amounts filled in?
A. Yes, sir.
Q. Read those amounts.
A. That is for $577.20.
Q. State what Bloodson did in making up that paper.
A. I read this paper to him, and he touched the pen and made his mark there to the affidavit and receipts.
Q. Did any one witness it?
A. Yes, sir; W. G. Franklin and E. T. Maynard.
Q. Now, state whether or not Bloodson was aware of the contents of that paper.
A. Yes, sir; I read him this paper and the permit to draw at the time it was executed.
Q. Was the entire paper read to him?
A. Every bit of it.
Q. Is there anything on the back of that paper as to the calculation?
A. Yes, sir; it is the same thing. It is made on them all.
Q. Where was that made?
A. Made at Mr. Carpenter's office, the pension agent at Knoxville, Tenn.
Q. Are you clear and distinct in your recollection that Bloodson knew the contents of that paper?
A. I read it to him, explained it to him, and talked it over to him.
233 Q. Now, when you had thus completed the paper, and it was written and completed, what then was done?
A. With the permit to draw pinned to the face of it, it was put in an envelope addressed to D. A. Carpenter, Knoxville, Tenn., and Bloodson mailed it.

POOR COPY

Q. Where was the response to come to?

A. The response was to come to him, at the office, 17 West Court street.

Q. Your office?

A. Yes, sir.

Q. Did Bloodson know it was so to come?

A. Yes, sir. He asked that it be done that way.

Q. And he took the letter and mailed it?

A. Yes, sir.

Q. With the contents you have spoken of?

A. Yes, sir.

Q. Now, about how long after that was done before you again saw the paper?

A. My recollection is—I know that these papers were in my office on the morning of the 24th of December, 1894.

Q. State how they came back—how they got there.

A. They came in an envelope through the mail, addressed to Isaac Bloodson.

Q. Now, you say, then, they were there on the 24th of December, 1894?

234 A. They came in the morning mail on the 24th, delivered at my office.

Q. Now, was Bloodson there on that day?

A. Yes, sir; he was there during that day.

Q. Well, what occurred?

A. When he came I told him the envelope was there, and at his request and in his presence I opened it, and it contained that check you have there for $567.20 and the voucher for February 4th.

Q. The total sum allowed was $577.20?

A. Yes, sir; and the ten dollars off for the attorney's fee made the difference.

Q. Where did the attorney's fee go?

A. It went to Homer C. Powers, New Orleans, La.

Mr. SIMONTON:

Q. You do not know anything about its going to Homer C. Powers than you saw on that paper?

A. Nothing more than the voucher shows.

Col. GANTT:

Q. You know that you did not get it?

A. I know that I did not get it. The letter of the Commissioner notified me that Powers, at New Orleans, was the attorney, and the check was sent to him.

Q. What did the pensioner, Bloodson, do, and what did you do?

A. I wrote his name on the back of it and let him touch the pen, and he made his mark, and I witnessed it, and W. G. Franklin witnessed it.

Q. After you had done that what became of that paper?

A. It was delivered to him.

BLEED THROUGH

235 Q. To whom?

A. To Bloodson, and Sanderlin was sent to show him the bank.

Q. And Sanderlin went with him to the bank?

A. Yes, sir.

Q. Did you go along?

A. No, sir.

Q. Did you get any money at all in that check?

A. Sanderlin brought me back a notary fee of fifty cents.

Q. With the exception of that, did you get one cent of that money?

A. Not a nickel.

Q. Did you see Bloodson again that day?

A. No, sir.

Q. Did you present that check to be cashed?

—. ——.

A. And got noney of the money?

A. No, sir.

Q. Did you present the check of Anderson to be cashed?

A. No, sir.

Q. Did you get any of the money in that check?

A. No, sir; I was brought back the fifty-cent notary fee, as I told you.

Q. Did you pay Bloodson any money in regard to that *that* transaction in your office?

A. Not a cent.

Q. I believe you have answered in regard to the payment of money to Anderson, and you answered that you did not pay him any?

A. Not a cent.

Q. And the transactions with the others were just the same?

A. The same with each one.

236 Q. Now, then, we will pass from those two.

The COURT: He says he took the same course with all three of these three actions.

A. Except the Haynes transaction. There was some little difference in that.

Col. GANTT: Tell us briefly what occurred in the Haynes transaction. We won't go over the voucher and all that, as the check came back the same as in the other cases. Tell us about that.

A. I was then at 15 Madison street, and the bank that was then cashing these checks was the First National, and I gave that two hundred and thirty-odd dollar check to Haynes and told him that right opposite is the bank. Go there and get your money. He went over there and came back with the check in his hands and says, "Mr. Harris says you must come over there and identify me for this big amount of money," and I said, "All right," and got up and went over there and said, "Mr. Harris, this is Joshua Haynes. I know he is the man entitled to this money," and he counted him out the money, and Joshua said to me while the money was lying

POOR COPY

there at the iron hole where he paid it, "This is more than
237 I want to take home," and Mr. Harris said, "Let him deposit in the savings bank," and I went over to the savings-bank desk——

Q. Explain how far that was from the cashier's stand where the money was paid.

A. I don't think it was further than from here to Mr. Shepherd there (indicating a distance of about — feet).

Q. What was done then?

A. Well, he put out first, as I recollect, $100. Then he said, "No, I'll just deposit $75," and he did deposit $75.00 on the 17th day of April, and Mr. Brooks wrote his name and asked me to witness his mark on the book, and I did.

Q. Who was Mr. Brooks?

A. The teller who issued that little book—the teller at the Union savings bank.

Q. The teller in the Union savings bank and Mr. Harris, the cashier in the First National bank, and both of these concerns under the same roof and in the same room nearby?

A. Yes, sir.

Q. Did you get any part of the money of Haynes?

A. I think he paid the usual half a dollar notary fee, but not a cent else.

Q. Did you cash Haynes' check?

A. No.

Q. And the usual half dollar is what you get for fixing the voucher?

A. Administering the oath to the voucher.

238 Q. For swearing—administering the oath to the voucher?

A. Yes, sir.

Q. That is the fee that is allowed, I suppose?

A. Yes, sir; the notary's fee.

Q. Did you take that check and come over to the bank and cash it and carry the money back and pay Haynes $113.00, or any amount?

A. No, sir; I never put my hands on the check after I delivered it to him.

Q. Did you put your hands on the money?

A. No; the money was paid to him.

Q. Did you get—except the small sum that you have named, of 50c.—did you get any of Haynes' money?

A. Not one cent.

Q. Have you now or have you ever had, growing out of these three transactions that we have explained, any of the money belonging either to Anderson or to Bloodson or to Haynes?

A. Not one cent.

Q. Do you know Mr. Finley?

A. Yes, sir.

Q. State whether or not Mr. Finley ever came to your office with Anderson.

BLEED THROUGH

A. He came to the office with Anderson now and then. He would leave him there and go off.

Q. Did he come with him on all occasions?

A. No, sir.

Q. State whether or not he was in the office at the time that check was made and delivered to Anderson.

A. No, sir; he was not.

239 Q. Was Mr. Laughlin there? You know him?

A. Yes, sir; I know him. Mr. Laughlin was not there, either.

Q. Dd you pay Anderson instead of giving him that check—give him $50.00 in your office?

A. No, sir.

Q. Now, state whether or not you saw Mr. Laughlin and Mr. Finley together—or do you remember about them?

A. I remember that I saw them about three weeks after Anderson got his check. I talked to them for two or three minutes in the back room of my office.

Q. What is Mr. Laughlin's business?

A. Mr. Laughlin is a lawyer.

Q. Do you know whether or not he was the attorney of Anderson?

A. No, sir; I did not know that he was the attorney for Anderson. I knew that he came there and made inquiry about it; that is all.

Q. Now, at the time of that inquiry state whether or not Anderson knew perfectly well the amount that he was entitled to and what he had got.

A. Yes, sir. We had talked to him fully.

(Objected to by the district attorney because the witness did not know what the man knew; no ruling by the court.)

240 A. I talked it over to him. I do not know any further than that, of course.

Col. GANTT:

Q. They came and talked to you?

A. Yes, sir.

Q. Well, did you tell them that he was only entitled to $60, and that you were entitled to——

Mr. SIMONTON: Col. Gantt, I had rather you would ask him what he told them rather than to tell him what to say. I object to your leading him in that way.

The COURT: You may ask it in that form. They have said distinctly that he did tell them that.

Col. GANTT:

Q. Now, did you tell Mr. Finley that he was entitled to only $60, but that $10 of it was due you as your fee?

POOR COPY

A. No, sir; they are mistaken about that. I told them——
Q. Never mind. You did not tell them that?
A. No, sir.
Q. Were you entitled to any fee?
A. Not a cent.
Q. Well, now, then, did you tell Mr. Laughlin, or Mr. Finley in Mr. Laughlin's presence, that he was entitled to $50 and you to $10 for the fee?
A. No, sir. They misunderstood what I said.

Q. How long were they there?

241 A. Two or three minutes. They did not sit down. I was busy in the front room. They came in the back room and said they wanted to speak to me, and in two or three minutes we talked, and they went out. They did not say anything to me hardly and went off.

Q. The object of their visit was to inquire about Anderson's money—the pension that he was entitled to and the amount of it. You understood that?
A. I understood that they made a casual inquiry in a general way about old man Anderson's claim.
Q. And you say that was two or three weeks after he had got the money?
A. Just three weeks to a day.
Q. You say your office was full of people at that time?
A. Yes, sir; I was at work in the front room when they called me in the back room.
Q. And your conversation lasted about the period you have mentioned?
A. Yes, sir.
Q. When it was through what did they do?
A. They seemed to be perfectly satisfied, and went off.

Q. Was anything said in the conversation about the old

242 pension law, what it would allow, and the new pension law, the one under which Anderson got his pension?

A. Yes, sir; I said that he got the maximum amount, $12 a month, and got it from the date of the filing of the application in 1890, and that that was the act of June 27th, 1890; the pensioner got so much a month from the date of the filing of the application—in his case that would be about $550; that under the old law it would have dated back, the original pension law, to the date of the injury during the service, and in that case would be two or three thousand dollars.
Q. How much did you tell them it was?
A. About $550. I told them $12 a month from October, 1890.
Q. What difficulty, if any, was there in getting information as to the amount to which the pensioner was entitled?
A. Not a bit in the world; just to ask and they would give it to you.
Q. To what places could they write and get it?
A. To Knoxville or to Washington, either.

BLEED THROUGH

The COURT:

Q. Was the fee on Anderson's check $10?
A. Yes, sir; all of these were under that act of June 27th, 1890.

The COURT:

Q. If I understand you, you did not have any claim
243 against any of these checks for attorney's fees?
A. No, sir; I did not.

The COURT:

Q. And no claim of any kind except for the fee of 50c., which was paid?
A. That is all, your honor.

The COURT:

Q. I merely ask that to eliminate from the case unnecessary questions. So much has been said about fees.
A. I would like your honor to look at one of those letters showing about the fee.

Cross-examined by Mr. SIMONTON:

Q. Mr. Humes, I believe you are a lawyer?
A. Yes, sir.
Q. There was a pension attorney's office in Memphis by the name of Deadrick & Co., was there not?
A. Yes, sir.
Q. And when was that office established in Memphis?
A. Just after the passage of the act of 1890. This act was passed June 27th, 1890. It was very shortly after that.
Q. Who was their local representative at first?
A. Mr. William Wallace Deadrick.
Q. Does he spell his name the same way as the company?
A. No, sir; he was the son of the chief justice of the court of Tennessee, Deadrick.
Q. How long did he represent them as their local agent?
244 A. Until August 1st, 1893, when they ceased to have an agent here.
Q. At that time where was Mr. Deadrick's office?
A. He had his desk in my office.
Q. Where was your office at that time?
A. 13 Madison street, upstairs over the Scimitar.
Q. He had books in his office, did he not, in which he kept the names of the pensioners?
A. He had one old record there; yes, sir; he kept that.
Q. Any other papers and files in his office?
A. Just the old calls on the different people for proof where they had not executed it.
Q. Who did he turn those books and papers over to when he left here?
A. He just left them in his table there at my office.

H POOR COPY

Q. You took charge of them?

A. I was to receive that mail and be the officer who administered the oath.

Q. You received the mail?

A. Yes, sir.

Q. The mail of the pensioners, and have you kept up that record?

A. I tried to do it. Sometimes I would make the entry and keep it regular; other times I did not.

Q. You had the mail of the pensioners, then, that continued to be sent to Madison street?

A. Yes, sir.

Q. How long did you remain at 13 Madison street?

A. I remained at 13 Madison street until August or Sep-
245 tember of 1894, I think it was.

Q. And then you removed to where?

A. To 17 West Court street.

Q. And you took those books and files to 17 West Court street with you?

A. I took that old desk and everything that was on it over there; yes, sir.

Q. And the pensioners' mail then was addressed to your number at 17 West Court street after that?

A. Yes, sir; those of them who requested it.

Q. After Mr. Deadrick left here that firm of attorneys did not have any other representative in Memphis except yourself?

A. They had no paid agent. I administered the oath.

Q. Did you get no sort of compensation for looking after their business here?

A. Not a single bit; no, sir. Mr. Deadrick got a good salary, but all I got was the notary fee from the people who swore.

Q. I thought you said before, on the other trial, that they paid your rent?

A. They paid for a while after he left the same part of the rent that he paid—for a few months after he left. When he was here he paid $6.25 of the rent and I paid $6.25, and for a few months after he left they continued that and then quit it entirely.

246 Q. At the time of the transactions with these people—Anderson and Bloodson and Haynes—you were in possession of those books at 17 West Court street?

A. Well, Haynes, you know, was at 13 Madison. The one old record was in my office; yes, sir.

Q. The record which you, as I understand, tried to keep up?

A. I did in some cases try to keep it regular.

Q. And the communication between the office at New Orleans and here—did they write directly to pensioners or write to you and you hunt up the pensioners for them?

A. The calls that were made on the people who lived in this district were put in an envelope and addressed to L. W. Humes, commissioner.

Q. Did you not write direct to the department and make calls on

BLEED THROUGH

the department in the name of Deadrick & Co. or Childs, as the case might be?

A. And in the name of the people themselves when they would come in and ask it.

Q. And signed the name of Deadrick & Co. and put down 13 Madison or 17 West Court as the address?

A. I did it in some instances.

Q. Was not that your practice?

A. Well, not a general practice. It was done in some cases.

247 Q. Well, these vouchers for the first payment of Anderson and the second—the first quarterly payment of Anderson and his second payment—came to your office?

A. They first went to Woodstock, and then to my office.

Q. And you sent Anderson word, as you say, that they had come?

A. Yes, sir.

Q. Now, do you say Anderson was in your office on the 24th of September?

A. Yes, sir.

Q. On the 28th of September?

A. Yes, sir.

Q. The 8th of October?

A. Yes, sir.

Q. And the 29th of October?

A. Yes, sir.

Q. Now, who was with him on the 24th of September?

A. I don't think anybody was with him.

Q. On the 28th of September?

A. I don't think anybody was.

Q. On the 8th of October?

A. I don't think anybody was with him on any of these three occasions. As I said, Colonel, sometimes Mr. Finley would bring him there when I was busy and go off and leave him. Now, whether he was with him on any of these three occasions I don't recollect; and sometimes he would come down by himself, like he said.

248 Q. Did not he and Mr. Finley come in there early in October, on a Tuesday, and you tell them that his pension had not yet come; he would have to come back another day soon?

A. No, sir.

Q. And did not they come back on the following Saturday?

A. No, sir; Anderson came on the 24th of September, and I told him his papers were at Woodstock.

Q. Do you say now that Mr. Finley and William Anderson did not come in there on a Tuesday in the early part of October, 1894, and have a talk with you about the pension, in which you said the pension had not yet come?

A. I said they did not come. Anderson came on the 8th, but they did not come.

Q. What day of the week was the 8th?

POOR COPY

A. I think it was Monday.

Q. Well, when they did come around—Mr. Laughlin and Mr. Finley—to inquire of you, did you tell them that his pension money had come that morning?

A. No, sir; they are mistaken about that. I did not tell them his pension money had come that morning; I told them his pension had been granted.

Q. Did you tell them that $60 had come and that $10 was retained as the attorney's fee?

A. No, sir; I did not tell them that; they misunderstood me.

249 Q. Did you say Anderson got $50?

A. I told them Anderson had got about $550; that it was $12 a month from the day he filed his application in October, 1890.

Q. Is it not true that you explained to them why he only got $50?

A. No, sir; I explained why it was he got $12 a month from October, 1890, under the new law, instead of from the time the injury occurred, under the old law.

Q. You had the old man Anderson's pension certificate at that time?

A. His pension certificate and November voucher were sticking in the desk all that time.

Q. Why did you not give him the certificate when they came?

A. Mr. Laughlin just asked me what evidence they had and I told him the papers in the office.

Q. Did you not tell them "My books will show"?

A. No, sir; I told him the old man's papers were there in the office. Mr. Laughlin was mistaken about that. His certificate and voucher were there in the office, sticking in the desk.

Q. Did you tell them that the old man had got his check and you had sent Sanderlin with him to the bank, and he had drawn his whole money?

250 A. I don't remember that I entered into that part of the details. We had a casual conversation of a few minutes, standing in the back room.

Q. It was, however, about old man Anderson getting $50, and they wanted to know why he did not get more?

A. They did not tell me that; did not ask me why he did not get more. They made a casual inquiry of me as to what Anderson's pension was.

Q. What do you mean by "casual?" Did they have any other business at your office?

A. Not that I know of.

Q. They had just walked down there to have a casual conversation—to make a casual inquiry of you?

A. They just called me in there and talked to me five or ten minutes in the back room.

Q. That was the only conversation they had with you about Anderson's pension, was it?

A. Yes, sir; they just asked me about old man Anderson's pen-

BLEED THROUGH

sion, and I just told them he had been granted $12 a month since October, 1890, and got about $550, and I told them his papers were there in the desk; that was the expression I used.

251 Q. This Anderson check for $536.40 appears to be witnessed by yourself and G. H. Purcell. Who is G. H. Purcell?

A. He was a young white man, who was in my office at that time.

Q. Where is he now?

A. I don't know, sir. I have been trying to find his whereabouts, but I have been unable to do it.

Q. Has he been subpœnaed as a witness? How long has he been away from Memphis?

A. I did not know he was go[illegible]il I went to make inquiry about where he was.

Q. What was he doing in your office?

A. He was learning typewriting and shorthand.

Q. Mr. Humes, how many of these pensioners had their mail directed to your office and for whom you filled out vouchers?

A. I should say two-thirds of those whose vouchers I filled out had them directed to the office.

Q. About how many were there?

A. I should think about 150.

Q. Whose vouchers you filled out each quarter?

A. Yes, sir; they were directed to the office. That is what you asked me.

Q. Well, now, do all their vouchers come at one time? These pay-days in the Pension Department are certain fixed days?

252 A. Yes, sir; November, February, May, and August; the 4th of each of those months.

Q. When the time of fixing the vouchers would come would a large number of people come into your office?

A. Yes, sir.

Q. Something like 150?

A. I said about two-thirds.

Q. Had your office for their mail number?

A. Yes, sir.

Q. Now, how long a time would it take—would all those people get their vouchers fixed up about the same time, on the same day?

A. I think every one of them on the same day.

Q. A large number of them, 150 or 200?

A. Yes, sir.

Q. You are not able to recollect about each and every one of them, are you; about the particulars of handing the check over to each one of them?

A. Yes, sir; I recollect very well.

Q. Did you take the vouchers and read it over to each one of them?

A. Yes, sir; I took the voucher and laid it down.

Q. How long did it take you to do that?

A. It took two of us to read them; my son assisted me.

H POOR COPY

Q. You took the trouble to read the voucher to each man as he came up, and explained it to them?

A. Yes, sir.

Q. You remember about the details of talking to William Anderson?

A. Yes, sir.

Q. And remember every one of these 150?

253 A. On these regular quarters I don't mean that I made every particular calculation for them like I did for those people who got their first pay.

Q. You think you remember distinctly about Isaac Bloodson, do you?

A. Yes, sir; I remember Bloodson very distinctly.

Q. Were many of these first payments made about the same time?

A. No, sir; not many. They dropped along just like you see them here; maybe about one a month, or one every two months, or something like that.

Q. Have you got any recollection or would you have any recollection about when Anderson's check and voucher came, except from seeing it here?

A. Oh, yes, sir.

Q. How would you recollect that?

A. I would recollect it this way: When I got the notice of the granting of the claim and when I sent for him. I remember that when I got the notice that Anderson's pension had been granted that I did not recollect him at all. I could not call his points to my mind, but as soon as he walked in Monday morning I knew him well.

Q. In what month was that?

A. September.

Q. Had you not sent out for him?

A. Yes, sir; I dropped him a little notice.

254 Q. Who is this man Sanderlin that you say you send Anderson with to the bank?

A. He is a colored boy that waited on me there at the office.

Q. How many colored boys did you have waiting on you?

A. Sanderlin was the man that waited, Franklin was the one that cleaned up the office, and Sanderlin was the one that stayed there all day. Franklin swept the office up and made the fire.

Q. He is one of these men who signed some of these papers—vouchers and checks?

A. Yes, sir; he is the man.

Q. Is it not true that you frequently cashed these checks yourself and paid the pensioner his money when he came?

(Objected to by counsel for defendant as incompetent because it was an inquiry about other matters and other cases and not pertinent to the issues joined here or as to the withholding of this special pension money. Objection sustained by the court; to which the district attorney excepted.)

BLEED THROUGH

Q. Mr. Humes, do you remember when Mr. Finley and William Anderson came in there to your office for his first quarterly payment and the time when you paid it?

255 A. I remember that William Anderson, about the 4th or 5th of November, after he had made his first draw, came in and executed the voucher, and then about the 15th of November he came back to get his second draw; I remember that.

Q. Very well. Now, I will ask you if you did not on that occasion tell Anderson and Mr. Finley that his money had not come—his check had not come—and he would have to come back again.

A. Yes, sir; I think I may have told him that.

Q. Did they not complain that the old man could not come in readily, and did you not tell them that you would give them the money then?

(Objected to by counsel for defendant as incompetent because it was about a different time and different date.)

The COURT: Let him answer that at present under the objection.

A. Will you repeat it again, Colonel?

Mr. SIMONTON:

Q. Did you not, when they were in there, when old man Anderson came in to get his first quarter, in November, did not you tell him he would have to come back again, and he complained about having to come so often, did you not say that you would

256 just pay him the money yourself?

A. No, sir.

Q. And did you not pay him his money then, $35.50?

A. No, sir.

Q. Did you not testify so on the former trial?

A. No, sir; I don't think I said what you have said to me.

Q. I will ask you further if you did not say on that other cross-examination that if Anderson had given you the check you probably did do that.

A. I can tell you what I did say. What I said was that if a proper authority had been given I might be able to do such a thing, under a proper authorization from Anderson.

Q. Well, did not you say that a verbal authority would be all that was necessary?

A. No, sir.

Q. And that you would have acted on that?

A. No, sir; I don't recollect that I used the expression "verbal authority." My recollection about it is that I said on a proper authorization; that is my recollection about it. I have given you my best recollection about it; that is all I can do.

Q. Well, in point of fact, now, did you not pay Anderson

257 that $35.50, and when his check came afterwards that you made his cross-mark on the back of it and had it cashed and witnessed it without his ever coming in again?

POOR COPY

A. No, sir; that is a mistake, Colonel. I did not do that in Anderson's case.

Q. Did not you tell the court, on a direct question from him to you on your former examination?

A. I don't think I did; I don't recollect it.

Q. Did not the court ask you this: "Did you pursue that policy in your office there of accepting that kind of authority and putting the signature on the checks under that authority?" And did you not answer the court, "I did occasionally, now and then?"

A. My recollection about that answer is that I said, I might have done so; that I knew of one occasion where it was done. That is my recollection of it, where there was a power of attorney given to another party to fix a check that way.

Q. Did not the court ask you further on what kind of authority was it?

A. It was on a power of attorney.

Q. And did not you answer, "It was verbal instructions to fix up the papers"?

A. No, sir; my recollection is that it was on a power of
258 attorney, and the man had the power of attorney.

Q. And — not the court ask you further if it was on verbal instructions and you answered, "Yes, sir"?

A. My recollection is that Judge Taft asked me in what case I did it, and I told him the man had a paper purporting to be a power of attorney.

Q. And you answered, "Yes, sir; under his authority for me to do so." And the court further asked you, "Without his presence?" and you answered, "Yes, sir."

(Objected to by counsel for defendant as incompetent, because a question of other matters and transactions. The court ruled that the district attorney might ask the question for the purpose of contradicting the witness as to what he swore on the former trial of this case. To this ruling counsel for defendant excepted.)

Mr. SIMONTON: I would not be permitted to ask the question and then to show the rule of business in his office if he states that he did not do it.

The COURT: No, sir; he has not stated that that was his rule of business at all. He stated distinctly what took place in these
259 particular transactions, and undertakes to give his distinct recollection of that, not from any habit, but as a fact known and recollected by him.

Mr. SIMONTON:

Q. How is it, then, Mr. Humes, that you can recollect the circumstances in detail about the execution of Joshua Haynes' voucher?

A. Because Harris made me come over there to identify him.

Q. I was speaking about the voucher.

A. Oh, he produced the postal card that I had sent him on the day that he executed this voucher, April 5th.

BLEED THROUGH

Q. Do you remember where, under what circumstances, and who was present?

A. My recollection is that he executed it over there at 13 Madison street, up over the Scimitar building.

Q. Now, you say that when the check for $232 was witnessed by yourself and—who witnessed it with you?

A. Franklin; that boy that was there in the office.

Q. W. G. Franklin?

A. Yes, sir.

Q. You say he took that and went to the bank?

A. Yes, sir.

Q. The First National bank, where Mr. Harris is the cashier, the man that was in here today?

A. Yes, sir.

260 Q. It is not true, as Harris states, then, that you went across there and got the money, and that afterwards he and you went across there to make a deposit?

A. No, sir; I went with him, and he made a deposit after he got the money.

Q. Who paid the money to him?

A. Mr. Harris paid him.

Q. $232?

A. And some cents. He took out the exchange, whatever he charged him.

Q. And he deposited that in the Union savings bank, which is in the same building, but a different institution?

A. That is my understanding, but it is in the same room.

Q. He started to deposit $100?

A. Yes, sir; that is my recollection of it.

Q. Did he count out $100?

A. Yes, sir; he took the money from Mr. Harris and walked over there.

Q. And finally did not deposit but $75?

A. Yes, sir.

Q. That was rather a small deposit out of $230?

A. Nearly half of it. He put down nearly half of it first, and then took part of it off.

Q. Did you make any suggestion to him?

A. Not a word.

Q. Did anybody make any suggestion to him?

A. He just said when Mr. Harris paid him the money, "This is more money than I want to take home," and Mr. Harris said, "Mr. Humes, let him make a deposit in the savings bank."

261 Q. Nothing was said about that over at your office?

A. Not a word. I didn't know nothing about his going to deposit—nothing in the world—until Harris gave him the money.

Q. How is it fixed in your mind that the check of Bloodson came on the 24th of December?

A. I just recollect that it was in Christmas—about the day before Christmas—is what fixes that.

Q. How came you to recollect that?

POOR COPY

A. Recollecting the day before Christmas. I had had so much trouble trying to get it for Bloodson.

Q. Do you remember anything that occurred on the day before the former Christmas preceding that?

A. I don't believe I do—nothing specially that I recall just now.

Q. Mr. Humes, there are a number of indictments pending against you in this court, are there not?

A. Yes, sir.

Q. How many?

(Objected to by counsel for defendant as incompetent. Objection sustained by the court.)

Q. Do you know a pensioner named John Wesley?

A. I know a man named John Wesley; yes; I think I know several of them named John Wesley.

Q. One of them got his pension check through you?

262 A. I recollect there is a man named John Wesley that frequently comes to the office and has his vouchers made out.

(Objected to by counsel for defendant as irrelevant.)

Mr. SIMONTON:

Q. I want to test his recollection. When did you get his check?

A. I don't think he got his first payment with me. That is my recollection—that he did not. I feel pretty sure that he did not.

Q. Now, I want to ask you when he executed his voucher.

A. Last?

Q. No; the first one you executed.

A. I cannot recollect that, either.

Q. Can't you recollect who was present?

A. No; I don't know that I can. Yes; I think I can recollect that Mr. Deadrick was one of the people that were present, but that is the first voucher that he made before me. As soon as Mr. Deadrick came to my office all these people that were pensioners he had them make oath before me.

Q. When was the first voucher that he made before you?

A. I think that the first voucher that he made before me was on May 4th, 1893. That is what I recollect about it.

Q. You executed a voucher for him on August 4th.

A. Yes, sir; and executed one on November 5th, 1895, too.

263 Q. Who were witnesses on that voucher of August 4th, 1894?

A. I don't recollect who they were.

Q. You wrote his name and made his mark on the back of the check and witnessed it? Who witnessed it with you?

A. I don't recollect who it was. I have a rather indistinct recollection or impression that it was probably Frank or Will Oliver—one of those tailors. We were there right by a tailor shop, I think, at that time.

Q. On his voucher dated November 4th, 1894? You made his mark on the back of that and witnessed it yourself?

BLEED THROUGH

Col. GANTT: Let him see the paper.

Mr. SIMONTON: I will let him see it after I try his memory.

The COURT: He says he asks him with a view to test his recollection and with no other purpose.

Mr. SIMONTON:

Q. I asked you who witnessed that November check with you.

A. Well, in November of 1894 I was at 17 West Court street, and don't remember whether it was one of the tailors or Frank or my son.

Q. One of the tailors?

A. Yes, sir; or Frank.

Q. Do you remember about reading his voucher to him?

A. Oh, yes.

264 Q. Do you remember about giving the check to him?

A. Yes, sir.

Q. Which check—the August check?

A. Yes, sir.

Q. Do you know a person by the name of J. S. Williams?

A. Yes, sir; that is what I told you. He was one of the tailors.

Q. How many tailors were there?

A. There were—I don't know that I can recollect all of them. I recollect this man Williams was one of them, and a man named Battis, and a man named Young, and Mr. Tunstall was there for a while.

Q. Right on the same floor with you?

A. Yes, sir.

Q. You were in the habit of getting them to witness those things?

A. When I was in the office alone I would get some of them to come.

(Counsel for defendant objected to stating the custom of the office. Objection sustained by the court.)

The COURT: The district attorney says it is offered for the sole purpose of testing his memory and for no other purpose, and I accept that.

Judge GREER: We might ask your honor to limit it to the jury.

The COURT: Yes. Gentlemen of the jury, that is offered solely for the purpose of testing his memory, all that other trans-

265 action, and you will consider it for no other purpose.

Mr. SIMONTON:

Q. Was there anything peculiar about the manner in which he got his check?

A. I do not recollect anything.

Q. Anything out of the usual way about it?

A. Nothing that I recall just now; nothing that I remember just now. I will frankly tell anything that I recollect, but I do not recollect anything unusual about it.

POOR COPY

W. G. FRANKLIN (colored), a witness for defendant, being first duly sworn, was examined by Judge Greer as follows:

Q. State to the court and jury your name.
A. William G. Franklin.
Q. Where do you reside, Mr. Franklin?
A. At 269 High street.
Q. How long have you been a resident of Memphis, Shelby Co.?
A. I have been a resident of Shelby county for about 33 years; all of my life, principally.
Q. How old are you?
A. I am 36 years old.
Q. You came from Fayette county to Shelby?
A. Yes, sir. I was born in La Grange.
Q. You were born a slave, I believe?
A. I was born November 30th, 1859.
Q. You are acquainted with the defendant, Mr. L. W. Humes?
A. Yes, sir.
266 Q. What connection, if any, did you have about his office or the building there with regard to his affairs or business?
A. I never had any particular connection with his business. Some one would come in with their check. He would get me to witness it.
Q. You were the janitor of the office in which he stayed?
A. Yes, sir.
Q. How long have you been a janitor here in Memphis?
A. [illegible]bout 12 years.
Q. Yo[illegible]ave worked for a number of lawyers in that time?
A. Yes, sir.
Q. You were not confined to that particular building?
A. No, sir.
Q. Your hours of work are particularly what—when are you busiest?
A. My busiest hours are in the morning and evening; like it was when I used to work for you.
Q. You cleaned up the office in the morning and in the evening saw about the fires?
A. Yes, sir.
Q. The other parts of the day were you much or little about the office of Mr. Humes?
A. Well, I was there along about 12 o'clock; just before I would go to dinner.
Q. I wish you would look at the paper which the marshal
267 will hand you and state whether you ever saw that paper before.
A. (After looking at paper.) Yes, sir; I have seen this.
Q. Do you recognize any signature on that paper; and, if so, whose?
A. I recognize my signature, and I recognize William Anderson's mark.
Q. What is that paper, if you know? What does it purport to be?

BLEED THROUGH

A. That paper is a voucher.
Q. For what amount?
A. It is for $546.40.
Q. You recognize your signature there?
A. Yes, sir; I do.
Q. You said this was a voucher?
A. Yes, sir.
Q. It is for $546.40?
A. Yes, sir.
Q. Now, looking at that paper and looking at your signature, do you remember whether William Anderson, in your presence, signed that paper or put his mark to that paper?
A. He was right there.
Q. Do you know William Anderson?
A. Yes, sir.
Q. What date does that paper have?
A. This paper was here the 8th day of October, 1894, down at the bottom.
Q. See if there is another date on the paper, Mr. Franklin, too?
A. Here is a date up top here, the 18th of October, 1890.
Q. This is about the time the pension was allowed from to when? Read on.
268 A. (Reading:) "To the present time."
Q. You find that it was subscribed and sworn to on the 28th of September?
A. Yes, sir.
Q. Now, from looking at that paper and remembering William Anderson, I will ask you if you witnessed William Anderson's signature to that paper.
A. I did, sir.
Q. You are acquainted with him?
A. I know him when I see him.
Q. Is he a white man or a colored man?
A. He is a dark man.
Q. At the time that William Anderson put his mark to that paper and you signed it as a witness, what was done, if anything, to make Anderson understand it? Was anything? Was it read to him or not?
A. It was read to him.
Q. By whom?
A. Mr. Humes.
Q. Do you know who the other witness on there is—Mr. Bettis?
A. Yes, sir; he is a tailor.
Q. Do you know him personally?
A. I know him when I see him.
Q. Is he a colored or a white man?
A. A white man.
Q. How near was his tailor shop to Mr. Humes' office?
A. Just right across the hall. There was a little hallway there and he was right across the hall.

POOR COPY

269 Q. Was he present when Anderson signed his name? Mr. Bettis was standing there, too.

A. I think he was, as far as I can recollect.

Q. I understood you to say that this paper was read over to Anderson by Mr. Humes.

A. It was.

Q. The amount of money and all was stated in it?

A. Yes, sir.

Q. Now, if you please, look at this paper. I wish you would read that paper to the jury.

A. All right, sir.

The COURT: Is that the Anderson check?

Judge GREER: Yes, sir. Well, we won't go through the reading again, either. Where is the date, at Knoxville?

A. Knoxville, November, 1894.

A recess was here taken by the court until 7 p. m., when the examination of W. G. FRANKLIN by Judge Greer was resumed as follows:

Q. I was asking you to examine a check. You had stated, I think, that the check was payable to William Anderson, and that it was for $536, or some similar amount. Now, you said that you remembered William Anderson?

A. Yes, sir.

Q. And you had signed his voucher?

A. Yes, sir.

270 Q. Just tell the jury in your own way what, if anything, you know about William Anderson, in connection with the check that I had handed to you at the hour of recess.

A. Well, I was in the office at the time and I was called on to attest his signature to his voucher, and when his voucher went and returned he brought it to the office to Mr. Humes, with his check in it, and he got Mr. Humes to fix up his check, and he left there with his check.

Q. Left the office with the check?

A. Yes, sir; left the office with his check.

Q. At the time of his going away, when he went out of the office, did he go out alone?

A. I think not. Mr. Sanderlin went with him.

Q. Sanderlin is the office boy that waits on Mr. Humes?

A. And goes errands for him.

Q. Did you go with Anderson yourself?

A. I never did go with any of them.

Q. So far as you were concerned, the last that you saw of him he went out of the office with Sanderlin?

A. With the check in his hand.

Q. Did you see William Anderson any more after that?

A. No, sir; I don't recollect seeing him any more after that.

Q. That day you saw him no more. Have you ever seen him since that time at all?

BLEED THROUGH

271 A. Yes, sir; I think I have seen him several times. I know I have seen him several times since.

Q. Now, Mr. Franklin, about another man. I wish to ask you if you are acquainted with or did you ever meet or know Isaac Bloodson?

A. Oh, yes, sir.

Q. What sort of looking man is Bloodson?

A. He is a tall man—I suppose about six feet—and he has a grey beard and grey hair.

Q. I wish you would look at that paper I here hand you and state whether your signature is on that voucher.

A. (After looking at paper.) Yes, sir; my signature is here.

Q. Looking at that paper, state whether you have any memory of witnessing Isaac Bloodson's mark on it.

A. Yes, sir; I witnessed his mark on this paper.

Q. Were you present when he made it?

A. Yes, sir.

Q. And that voucher is for how many dollars?

A. This calls for $577.20—this voucher.

Q. Who is the other witness to Bloodson's signature on that besides yourself?

A. Mr. Martin's, I think. I can't see it very well from here.

Q. Do you remember him or did you know him at all—Mr. Martin?

A. Yes, sir; I am acquainted with him.

272 Q. What sort of position did he fill? Do you remember whether he was an officer or not?

A. I don't know whether he was at that time or not, but he used to be a deputy sheriff here some years ago.

Q. Can you tell *where* both of you were present and saw Isaac Bloodson make his mark, looking at that signature and seeing yours there?

A. Yes, sir.

Q. Gentlemen of the jury, I would like for you to examine this. You have already probably looked at it. It has been in evidence. (To witness:) Look at that paper I here show you and state what it is from having seen it.

A. Yes, sir. This is Isaac Bloodson's check.

Q. That check is for how much?

A. This check calls for $567.20.

Q. Who appear as witnesses to Isaac Bloodson's mark on the back of that check?

A. I appear as one of the witnesses.

Q. That is your signature there?

A. This is my signature.

Q. And whose is the other?

A. Mr. Humes' is the first and mine is the second.

Q. Looking at that check, state to the jury what recollection, if any, you have of witnessing Isaac Bloodson make his mark—whether you saw him or did not see him.

H POOR COPY

273 A. He was there and made his mark, and I witnessed his mark on this check.

Q. And that check is of date what, as to the Knoxville date?

A. Knoxville, Tenn., December 16th, 1894.

Q. Now, looking at that check and the voucher that you have seen there, state in your own way to the jury what, if any, recollection you have of Isaac Bloodson in connection with that check.

A. Well, I recollect attesting Isaac Bloodson's mark on this check, and he taken this check and went away with it. That was on the 24th of December.

Q. That he went away with it? Where did he get it?

A. He got the check from Mr. Humes—out of Mr. Humes' office.

Q. And went out of the office with that check?

A. Went out of the office with that check.

Q. Did you follow him or go with him anywhere?

A. No, sir.

Q. You say that was on the 24th day of December?

A. Yes, sir.

Q. Now, that voucher which you have just examined and read and which the jury are now inspecting—the one in the Bloodson case—can you state whether or not that was read over to Bloodson before he signed it?

A. Yes, sir; it was read over to him.

274 Q. Look at this voucher and state whether you are acquainted with any of the signatures on it (handing another paper to witness).

A. Yes, sir.

Q. Is your signature on there?

A. Yes, sir; my signature is here.

Q. Who is the other attesting witness?

A. Will Oliver.

Q. Can you state to the jury who Will Oliver was?

A. Yes, sir; Will Oliver was a office boy of Mr. Parker's, and Mr. Parker's office was adjoining Mr. Humes' office at that time.

Q. What aged man is he?

A. Will Oliver—he is about 20 years old now, I guess.

Q. Is he a white boy, or what color?

A. He is about my color.

Q. Do you remember anything about attesting that paper or not?

A. Yes, sir; I recollect attesting Haynes' paper.

Q. Do you recollect as to whether Haynes signed it or not? Can you tell the jury whether he made his mark on that paper or not?

A. Yes, sir; he made his mark.

Q. Was he a personal acquaintance of yours or not?

A. No, sir; not a personal acquaintance.

Q. Had you seen him before that time?

A. Oh, yes, sir; I had seen him several times before that.

275 Q. How long had you known him before that time?

BLEED THROUGH

A. Well, I was not personally acquainted with him, any more than just seeing him round the office there.

Q. Now, please look at this check that I here show you. How much is that check for?

A. This voucher calls for $242.40, I believe; it is sort of rubbed out.

Q. Looking at that check, do you recognize any signature upon that?

A. Yes, sir; I recognize my signature.

Q. On the back of the check?

A. Yes, sir.

Q. And from looking at that and the signature above it, of Mr. Humes, can you state whether or not you witnessed Joshua Haynes' mark on that?

A. Yes, sir; I witnessed his mark.

Q. Have you any personal recollection of that check and of Joshua Haynes?

A. — recollect when he come in the office and got Mr. Humes to fix up his check, and he went out with it.

Q. Do you remember any more about him? Did you see any more of him afterwards?

A. I think he came back and stated that he could not find the bank, and wanted Mr. Humes to show him the bank.

Q. Do you know whether or not Mr. Humes went out with him?

A. I think he went across and showed him the bank. I was in the office at work at that time, and he went out with him.

276 The COURT: Did I understand you to say that old man Anderson left Humes' office in company with Sanderlin?

A. Yes, sir.

Q. Did he have the check in his hand?

A. He had the check in his hand.

Cross-examined by Mr. SIMONTON:

Q. How long have you been in the employ of Mr. Humes?

A. I have been working for Mr. Humes about eight years, I believe; longer than that; I think it is about nine years.

Q. What sort of employment did you have there?

A. I am janitor. I tends to his office; cleans up his office.

Q. Is that all the employment you have?

A. That is all I have there, to clean his office. Sometimes when I am there he gets me to go out to his house to carry something to his wife.

Q. How much of the day did you spend there?

A. Sometimes about two hours; sometimes not that much.

Q. What time of the day?

A. Part of it, maybe, in the evening.

Q. Are you a pensioner, too?

A. No, no, sir; I am not a pensioner; I am not old enough for one; just a pensioner for my wages, that is all.

Q. What time did you go to his office in the morning?

POOR COPY

A. About six o'clock, especially about this time of year.

277 Q. Then what time did you leave there?

A. Immediately after I got through; get all the fires made and everything straightened up.

Q. Then what time of day do you come back there?

A. I come back there about 10 or 11 o'clock; just before I go to dinner.

Q. How long do you stay?

A. Sometimes probably an hour; sometimes a shorter time.

Q. That is the way you did a year ago?

A. That is the way I have been doing all the while, ever since I have been with him.

Q. What do you do when you are not there?

A. I have somewhere else to work.

Q. How come you to go back to his office when you are done?

A. Like I would go to your office.

Q. You would go there every day?

A. Every day.

Q. And spend from 10 or 11 o'clock till when?

A. About 12.

Q. And go back in the evening again?

A. Go back in the evening.

Q. Do you get no pay for your time that you are there, from 10 to 12 and again in the evening?

A. I get my dues, what is promised me, by the month.

Q. Does he pay you for anything else but washing out spittoons and sweeping up the house?

A. No, sir; not anything else.

Q. How much does he pay you?

A. Pays me $4.00 a month for cleaning up the office.

278 Q. What other work do you do? Where else do you clean up?

A. Well, I tends to the Memphis Business College, over there on Second street.

Q. Then after you get done there you come back?

A. No, sir; I have six or seven rooms to tend to up at the Lee building.

Q. Then you come back to Mr. Humes' office?

A. Or go to the college, either one.

Q. And you get back there about 10 or 11 o'clock?

A. I do get there about 10 or 11, making the rounds like I do at any other place.

Q. Then you stay in there and do whatever he wants you to do?

A. Whatever is necessary.

Q. Is it not a fact that you stay in there a good part of every day?

A. Not a good part of every day.

Q. When pensioners' checks are to be signed?

A. If I happened to be in there when a man wants me to witness his mark; but if I am not there I don't make it a general business to go round there to witness them.

BLEED THROUGH

Q. When a man or Mr. Humes wants you to witness a check?
A. When Mr. Humes asks me in the presence of the man.
Q. When did you get acquainted with William Anderson?
A. I am not personally acquainted with him, but I have seen him round there time and again, till he said he was going
279 to get his pension. I know him when I see him.
Q. Where did you ever see him before he came in there to get his pension?
A. I never seen him anywhere except in that office.
Q. How often did you see him in that office?
A. I have been seeing him in that office—I can't tell how many times I have seen him there.
Q. How many times before he got his check did you see him in there?
A. Yes, sir. I saw him in there when he came to get Mr. Humes to fix up his papers.
Q. When was that?
A. That was last year, 1894.
Q. What time of the year?
A. I can't tell what time of the year.
Q. How many were in there that day?
A. Oh, a great many. I couldn't recollect all that were in there.
Q. Do you recollect any one else?
A. I think I do.
Q. Who else was in there?
A. I think Mr. Martin Somers was in there and Mr. Sanderlin.
Q. Sanderlin stayed there, didn't he?
A. I don't know whether he stayed there all day or not, because part of the time I was not there.
Q. Who asked you to witness the mark on *on* the back of William Anderson's check?
A. Mr. Humes asked me to witness it in the presence of William Anderson.
Q. Are you sure William Anderson was there?
280 A. William Anderson was there.
Q. What time of day—morning or evening?
A. Along about the middle of the day.
Q. Well, about what hour?
A. I suppose between 11 and 12.
Q. Who else was in there at the time Anderson was there?
A. At the time Anderson was there? There was some one else in there; I couldn't recollect who it was.
Q. Can't you think?
A. No, sir; but I know there was some one else in there at the time the old man came in there.
Q. Was Sanderlin in there when Anderson came in?
A. Yes, sir.
Q. What was Sanderlin doing when Anderson came in?
A. He wasn't doing anything, I don't think.
Q. Was he sitting down or standing up?
A. I don't know whether he was sitting down or standing up.

POOR COPY

Q. In which room was he?
A. He was in the same room that I was in.
Q. Which room were you in?
A. I was in the office—in the main office.
Q. That is not where Mr. Humes' desk was and the safe, was it?
A. In the main office, where his desk was, where he sits down and writes.
281 Q. He has a room where people sit till he gets ready to attend to them; a private room?
A. Yes, sir; when he was over there on Court street.
Q. Do you know what day of the month or what month it was you signed that check for William Anderson?
A. It was in October.
Q. On what day in October?
A. When I signed that check? It was along about the 8th of October, according to my recollection.
Q. You never talked to Mr. Humes about these things?
A. No, sir; I never talked to Mr. Humes about it.
Q. And Mr. Humes never asked you if you recollected what day it was?
A. No, sir.
Q. But you recollect that it was the 8th of October?
A. Yes, sir.
Q. Now, what makes you remember that it was the 8th day of October?
A. Well, I happened to be working there that day.
Q. What sort of work were you doing at that time?
A. I had special work. I had to scrub the minolium on the floor for Mr. Humes.
Q. And you were cleaning that off when Anderson came in, were you?
A. Yes, sir.
Q. And when Sanderlin and he went out together?
A. Yes, sir.
Q. Were you cleaning that off when you signed the paper?
A. Yes, sir.
Q. You stopped cleaning the *magnolia* in order to sign the paper?
282 A. No; I stopped when they asked me to.
Q. What were you cleaning it with?
A. I had some soap and some pearline and a brush trying to get the minolium bright.
Q. On the 8th of October, 1894?
A. Yes.
Q. Did you ever clean off the "magnoliam" at any other time?
A. Yes, sir.
Q. When did you clean it off besides that time?
A. I cleaned it off every week.
Q. Do you recollect another single day on which you cleaned it off?
A. I cleaned it off that way on last Saturday.

BLEED THROUGH

Q. That is pretty recent?
A. Yes, sir.
Q. Can you recollect any other day when you cleaned it off?
A. Yes, sir; I clean it off every Saturday.
Q. How did you happen to remember that was the 8th of October?
A. I make it a special duty to clean it off twice a week—Wednesdays and Saturdays.
Q. You say you cleaned it off Wednesdays and Saturdays?
A. Yes, sir; Wednesdays and Saturdays.
Q. What day was the 8th of October, Wednesday or Saturday?
A. I don't recollect what day the 8th of October was on. I was in there on account of some ink being spilt there at the desk and I wanted to get it up.
283 Q. You cleaned it off every Saturday?
A. Yes, sir; that is my day for cleaning it off.
Q. You signed a good many of these checks, didn't you?
A. Yes, sir.
Q. A great many, didn't you?
A. Yes, sir; and every time I signed a check the man was right there present.
Q. I did not ask you that. I was not doubting that. Now, sometimes it was a woman, wasn't it?
A. Yes, sir; sometimes it was a woman.
Q. Do you know Maria Maxwell?
A. I think I would.
Q. Do you know whether you witnessed her check or not?
A. Well, hand me — check.
Q. Oh, no; I want your recollection.
A. I may or I may not.
Q. If you recollect William Anderson, why can't you recollect Maria Maxwell?
A. I think I signed it.
Q. When did you sign it?
A. I don't know.
Q. Who signed it with you?
A. Mr. Humes signed it with me.
Q. Mr. Humes always signed with you when you signed it?
A. Yes, sir; and the person was always there to attest it.
Q. Well, how much was the check for?
A. I don't know, sir. I never paid any particular attention to it.
Q. How came you to pay particular attention to William Anderson?
284 A. I never; until the court told me to read the check out I never paid any particular attention to it.
Q. Then you recollected all about it?
A. Then I recollected all about the check.
Q. Then why can't you recollect when Maria Maxwell came and got here? Is there any reason why you could not recollect that just as well? You were not cleaning any "magnoliam" that day were you?

POOR COPY

A. I don't clean the minolium every day the pensioners come in. Not every day when the- come I am not cleaning the minolium.

Q. Do you know a man by the name of Stephen Ray?

A. I can't recollect.

Q. Well, now, if you signed his check, witnessed his mark on a check, would not you recollect something about him?

A. Stephen Ray? Yes, sir; I believe I do recollect Stephen Ray.

Q. Mr. Humes signed that with you, didn't he?

A. I think he did.

Q. Who was up there with you?

A. I think he was present when it was signed.

Q. Who?

A. The man who represented himself to be Stephen Ray.

Q. Don't you know whether it was Stephen Ray or not?

A. I could not swear it. He said he was.

285 Q. What sort of looking man was he?

A. It has been a good while since I have seen him. I couldn't tell you.

Q. Did you ever see him before?

A. I didn't pay no particular attention to him.

Q. Don't you know that he was dead at that time?

A. I don't know that.

Q. When was it you signed a check for Stephen Ray?

A. I couldn't tell you except I could see it.

Q. Now, who else was in there?

A. I couldn't tell that, either, unless I see the check.

Q. Do you know who went with him to the bank?

A. I do not.

Q. How many times did you witness Stephen Ray's mark?

A. I couldn't tell that, either.

Q. Did you do it more than once?

A. I don't know whether I did or not.

Q. Did you witness it as much as three times?

A. I don't know, sir.

Q. Tell the jury how you recollect Anderson and Bloodson and not these other people.

A. These are recently, and so I can recollect these two. They are very old gentlemen, and one of them is a very feeble man in getting about.

Q. How old was Stephen Ray? Was not he an old man, too?

A. Well, the man that represented himself to be Stephen

286 Ray was an old man, too; looked like he was about 60 years old.

Q. Well, how about the woman? Was she old or young?

A. She was an old lady.

Q. You don't recollect when that was, do you?

A. No, sir.

Q. Now, you say Stephen Ray—the others were recent. That was October, 1894?

A. October, 1894.

BLEED THROUGH

Q. September, 1894, was it not really, when you witnessed the vouchers?

A. September, 1894? When I witnessed the voucher it was September, 1894, and when I witnessed the check it was October, 1894.

Q. Wasn't it further back than that?

A. No, sir; just a month back.

Q. Look at that one and see.

A. Yes, sir; I recollect I witnessed this.

Q. What sort of looking man was that?

A. The man that represented himself made his mark here.

Q. What makes you say "represented himself"?

A. I mean the man that said he was Stephen Ray was a tall, bony-faced man. He was not near as bright as I am.

Q. When you signed that paper did not you know Stephen Ray was dead?

A. I don't know anything about it.

287 Q. Whether he was dead or living?

A. No, sir; I don't know whether he is dead to-night or not.

Q. What sort of looking man was that, now, that you signed that for?

A. I told you that he was a tall, spare man—bony-faced looking man.

Q. Was he crippled?

A. I don't know, sir, whether he was crippled or not. He did not appear to be crippled, but appeared to be in bad health.

Q. Isn't it a fact that there was not anybody there but Mr. Humes when that was signed?

A. No, sir; I won't sign nobody's check when they ain't there.

Q. Can you tell who was in the office when Maria Maxwell was in there and got her check signed?

A. I could not.

Q. Can you tell whether there were many people in there?

A. There were several people in there.

Q. Well, who were some of them?

A. I couldn't tell.

Q. Who went to the bank with her?

A. I don't know; I know I didn't go.

Q. How come you to notice who went with Bloodson and Anderson and not who went with Maria Maxwell?

288 A. Just because I happened to be there at work.

Q. You did not think you would be called on to testify about it?

A. No, sir; I didn't know there was anything coming up. I didn't think there — anything—any trouble—on hand to come up.

Q. Well, you say you never signed any check without anybody being there. You signed a number of vouchers there and some affidavits; were they all there?

A. All the vouchers I ever signed, there was somebody always present to be represented and say they were the person that voucher belonged to.

POOR COPY

Q. You knew they were the persons they represented themselves to be?

A. They said they were the persons. I taken their word for it.

Q. And you don't pretend that you knew who they were yourself?

A. No, sir.

Q. And yet you were being qualified here before the United States commissioner that you knew the person to be the person he represented himself to be; is that so?

A. Is which so?

Col. GANTT: Just read the check and see what he has qualified to. Your question assumes too much.

289 Mr. SIMONTON:

Q. Well, here is one for Stephen ——. Do you know Stephen ——?

A. I can't recollect him personally.

Q. Did not you testify that you did not know him?

A. Some things I spoke in there, and then there's some things I did not.

Q. Is not that your name in there now?

A. That is my name, sir.

Q. How do you know?

A. It is W. G. Franklin.

Q. Well, you have not seen it?

A. That is my name.

Q. Do you know Stephen G——, the man you identified there?

A. I can't recollect him.

Q. You testified there and were sworn by Mr. Humes that you knew the man he represented himself to be.

A. I can't bring him to my remembrance.

Q. Where did he live and what did he do?

A. I think he was a laborer or a farmer.

Q. Did not you testify here, within ten days ago, on the former trial of this case, that you did not know him?

A. No, sir; nobody never asked me about Stephen —— on the former trial. You asked me about those checks.

Q. Did not you testify on that trial that you did not know him?

290 A. You never asked me anything about Stephen —— on the trial before. You asked me about those checks. That has all come up since.

Q. What do you say now? Do you know him?

A. I suppose I know him.

Q. Did not you say a little while ago that you did not know him? Are you right now or were you right then?

A. I say I suppose I know him. I can't keep all those things in my head.

Q. Were you in Mr. Humes' office when Anderson came in there?

A. That day he come and got his check? Yes, sir; I was in there.

BLEED THROUGH

Q. Where was the check?
A. He had the check in an envelope and his papers.
Q. Anderson had it?
A. Yes, sir.
Q. Anderson brought the check in there?
A. Brought the envelope in there and handed it to Mr. Humes.
Q. Mr. Humes did not have the check and the envelope already in there when Anderson came in there?
A. No, sir; he didn't, because Anderson give it to him. I seen Anderson with it and I seen him hand it to Mr. Humes.
Q. Was it open when Anderson gave it to Mr. Humes?
—. No, sir; I think Mr. Humes opened it.
291 Q. But Mr. Humes did not get it out of—somewhere out of—his desk, and Anderson request- him to open it, and then he opened it?
A. No, sir.
Q. That is not the way of it?
A. No, sir.
Q. Now, recurring one moment to Stephen G——, there seems to have been an affidavit and oath administered to you in that instance by L. W. Humes. Were you sworn to that paper as to your knowledge of Stephen ——?
A. I may have been. I can't recollect all those things.
Q. You don't recollect whether you were sworn or not?
A. No, sir.
Q. You gave your deposition here once in this matter, did you not?
A. Yes, sir; give what I knew about it.
Q. To Mr. Ragsdale?
A. Yes, sir.
Q. Look at that and see if that is the deposition you gave to Mr. Ragsdale (handing paper to witness).
A. That is part of it, but I say there has been more wrote here since I signed my signature under it.
Q. What has been written there?
A. That down there (indicating).
Q. Well, read to the jury what you say has been written there since you signed it.

Col. GANTT: Your honor understands this is only to test his memory.
292 Mr. SIMONTON: No, sir; I am putting this in to contradict him.
The COURT: Yes; I understand him to say that he did make an affidavit to Mr. Ragsdale; did give Mr. Ragsdale an affidavit or calls it his deposition.
Mr. SIMONTON: That statement before Mr. Ragsdale is about an affidavit that he gave before L. W. Humes, and I have asked him whether he was sworn or not sworn by Mr. Humes in that identifying affidavit, and he says that he does not know and he thinks he was sworn. This is the amount of his testimony. Now, I want to

SH POOR COPY

call his attention and refresh his memory, and then he may speak, and if he does not, then I want to contradict him.

Col. GANTT: We think you are bound by the answer. This is not a relevant question in this case.

The COURT: Your opinion is that what he swore in that case is not relevant in this?

Mr. SIMONTON (to witness): What do you say now? You read that over. I am letting him refresh his memory about the affidavit before Mr. Humes as to the identity of Stephen——.

Judge GREER: And your question is with the view to testing his memory?

Mr. SIMONTON: Yes; on cross-examination.

The COURT: I understand it is limited to that.

293 Judge GREER: Well, if it is offered for anything else, Judge, you can say for the present that it is to test the accuracy of his recollection.

(To witness:) Well, haven't you read enough of that to know?

A. Yes, sir; I have read it all.

Mr. SIMONTON:

Q. Well, what do you say? Were you sworn by Mr. L. W. Humes to this affidavit on this paper which I showed you awhile ago?

(Objected to by counsel for defendant because it was asking the witness whether he made that affidavit or not. No ruling by the court.)

Mr. SIMONTON: Oh, no; he admits this. What do you say?

A. Well, I say, as far as I recollect, I think I was sworn.

Q. By L. W. Humes?

A. Yes, sir.

Q. Now, I want to ask the witness if he did not swear to this in the presence of Mr. Ragsdale—this affidavit—and did not he swear that he did not swear to the Stephen —— affidavit?

A. I told Mr. Ragsdale, like I am telling you, that I did not recollect, but I think I was.

Q. You signed this?

A. I signed that.

Q. And in this affidavit you say that you were not sworn to the other, didn't you?

A. I don't recollect.

Re-examined by Judge GREER:

Q. You state that you told Mr. Ragsdale just what you
294 have told Col. Simonton—that you did not recollect about Stephen?

A. Just like I spoke to Col. Simonton I spoke to Mr. Ragsdale.

Q. And you say some writing has been put in this after you signed it?

A. Just under my name there.

BLEED THROUGH

Q. Was that writing put on there in your presence?
A. No, sir.
Q. That is the part just below your signature?
A. Yes, sir.
Q. Where were you when you made this statement?
A. I was in the office with Mr. Ragsdale—in his office.
Q. Where was his office?
A. Down at the Randolph building. I think it was in the Randolph building.
Q How did you happen to be down there?
A. He sent for me. He sent for me about two weeks before I went down there.
Q. And it was in his office in the Randolph building?
A. Yes, sir.
Q. You went down there after getting a message from him that he wanted to see you?
A. Yes, sir.
Q. When he saw you were — in the room with him and other people or in a room with him alone?
A. When he taken that deposition me and him were in a room by ourselves.
Q. What did he tell you he wanted you down there for?
A. He said he sent for me to come down there and wanted
295 to know of me about Stephen ——.
Q. Mr. Ragsdale wrote that up there before you signed your name (indicating on paper)?
A. Yes, sir; that is all Mr. Ragsdale's writing up there but my name.

Recross-examined by Mr. SIMONTON:

Q. I believe you say he sent for you to come down there and you did not go for about two weeks?
A. No, sir; I didn't go.
Q. You went when you got ready?
A. No, sir; Mr. Humes asked me to go; said Mr. Ragsdale had been round to his office to see him.
Q. You went down there?
A. Yes, sir.
Q. And gave that statement voluntarily? Well, you can stand aside.

Judge GREER:

Q. Did you read this over before you put your signature to it?
A. At the time Mr. Ragsdale sent for me? I was in a hurry; I paid but very little attention to it and put my signature to it.

Mr. SIMONTON:

Q. Was it read over to you?
A. He read it over to me.
Q. You had a chance to read it if you wanted to?

POOR COPY

A. I had a chance to read it if I wanted to, but it didn't interest me that much to read it.

Q. You just signed it and swore to it?

A. Yes, sir.

296 CORNELIUS SANDERLIN (colored), a witness for defendant, being first duly sworn, was examined by Col. Gantt as follows:

Q. What is your name?

A. Cornelius Sanderlin, sir.

Q. Do you know Mr. Humes, the defendant, here?

A. Yes, sir.

Q. How long have you known him?

A. I been knowing him about three or four years; maybe longer.

Q. Are you a pensioner?

A. Yes, sir.

Q. Do you know this man William Anderson?

A. Yes, sir; I know him.

Q. State whether or not you knew him in the army.

A. Yes, sir; he belonged to Company N, in the 3d United States.

Q. Did you and he belong to the same company or to different companies?

A. No, sir; we didn't belong to the same company; used to be on guard once in a while together, now and then, when they come different times.

Q. State whether or not in the month of October, 1894, you went with him from Mr. Humes' office anywhere and why it was.

A. All I know 'bout him I just went with him to the bank; Mr. Humes give him a check and I went with him and showed him the bank; that was all.

Q. What bank was it?

A. Went to Mr. Humes' bank; Youn*d* Humes' bank.

297 Q. The Mechanics' savings bank?

A. Yes, sir; that's right on the corner of Main and Madison.

Q. Do you recollect what time of day it was?

A. Well, sir; I think it was along about in the morning about 11 o'clock, maybe, or 12; I couldn't tell exactly the time of day; might 'a' been earlier or later.

Q. How did you happen to go with him?

A. Well, by working there a little bit for Mr. Humes. I'd been sick, and he had me out at the house, and——

Q. Did he request you to go to the bank with Anderson?

A. Anderson and he both requested me. Anderson didn't know where the bank was, and I showed him where the bank was. I had been with several of them to the bank—different men.

Q. Where was the check when you went around there? Who had it?

A. He took it out the envelope and give it to Anderson.

Q. And gave it to whom?

BLEED THROUGH

A. Anderson.
Q. Anderson had it?
A. Yes, sir; Anderson had it.
Q. Now, did Anderson go in the bank with it?
A. Yes, sir; went in the bank with me, went in before me. I showed him where it was and went right in behind him.
Q. What, if anything, occurred when you went in there?
A. Well, he just handed the check to Mr. Young Humes,
298 and he asked him, "What's your name?" and he says, William Anderson. He says, "All right?" and he look at me, and I says, "Yes, sir; it's William Anderson," and stepped back and never had anything more to say.
Q. You nodded your head?
A. Yes, sir; I nod my head at him.
Mr. SIMONTON: But you said——
A. No, sir; I said to Mr. Humes.

Col. GANTT:

Q. And you did nod your head to Mr. Humes?
A. I nod *nod* my head at him.
Q. And then Mr. Humes looked at you, and then you nodded your head?
A. Yes, sir.
Q. What did Mr. Humes do?
A. He paid him.
Q. What was done with the check?
A. Some of 'em believe they ought to bring the check back. I said, "You got your money, and you don't get no check back." He says, Yes.
Q. The Mr. Humes that you are talking about is not the defendant?
A. No, sir; the brother or brother-in-law or something.
Q. He stays in the bank?
A. Oh, I wasn't in there no time—wasn't in there ten minutes—before he was out and gone again; didn't take him no time to pay him; just handed it to him as fast as a man could, I reckon.
Q. Just a short time?
A. Just a short time.
299 Q. Do you know whether that was the first draw Anderson had made or not?
A. Well, I didn't know whether it was the first draw or not.
Q. Why did you go with him to the bank?
A. He didn't know the way. I know that and I showed him.
Q. Which way did Anderson go after he came out of the bank?
A. Come right down on Main street.
Q. And where did you go then?
A. I went on round to the office. I stopped to talk to people along the street; first one, then another; take my time.
Q. Did you get any of that money?
A. Got fifty cents.
Q. What did you do with that 50c.?

POOR COPY

A. Give it to Mr. Humes when I got round to the office.
Q. Did you get any more of it?
A. No, sir; not a nickel of that.
Q. So far as you know, did Mr. Humes get a cent of it?
A. No, sir; not that I see at all. I never see him get any of it.
Q. Do you know a pensioner by the name of Isaac Bloodson?
A. Yes, sir; an old man—white-headed man.
Q. I will ask you, before going to that, Is Anderson an old man?
A. Yes, sir; he is a old man, but his head isn't white. He is a old, broke-up-looking man.
300 Q. Bloodson's hair and whiskers are gray?
A. Yes, sir; white.
Q. Is he a tall man?
A. Yes, sir; he is a good, heavy-set man—a man, I reckon, nigh about six foot high.
Q. State whether you went from Mr. Humes' office anywhere in the Christmas of last year to the bank with Bloodson. And if you went with him, what did you go for?
A. I went with him to show him the bank; like I did more when they went there.
Q. What did he have in his hand?
A. He had a piece of paper. They all rolls it up in their hand going to the bank.
Q. What bank—the same one?
A. Yes, sir; same bank—Mechanics' savings bank.
Q. State what occurred.
A. Well, when I got to the bank with him, one of *of* the men what belonged to my post what we was making up, he tackled me to ask me some questions. I told him I was going to the bank with this man and would be out to see him in a minute, and I went right up on top of the door facing and jarred the door and told him to go in there, and he went in.
Q. Who went in?
A. Bloodson, and they paid him.
Q. Who paid him?
A. Mr. Humes.
Q. Paid him what?
A. Paid him money on his check.
301 Q. He gave Mr. Humes the check?
A. Yes, sir; for I looked at him hand it to him.
Q. State whether or not Mr. Humes said anything to him—asked him who he was.
A. Yes, sir; asked him who he was.
Q. Did he tell him who he was?
A. Well, I jarred the door over at the time; Bloodson slow about speaking, and I nod my head at him this way (indicating).
Q. At Mr. Humes?
A. Yes, sir; I didn't say anything to him; just nod my head at him that a way (indicating) when he asked me about Bloodson.
Q. Mr. Humes knew you?
A. Yes, sir; he knew me when I been round there; carried men

BLEED THROUGH

and checks round there. He give me money several times on my own check.

Q. Did you get any of Bloodson's money?

A. No, sir.

Q. So far as you know or saw, did Mr. Humes get any of it?

A. Not as I knows, sir. I never saw it.

Q. You say you just stood on the step; did not get quite in?

A. Didn't get clean in the door, sir.

Q. After Bloodson got his money and came out where did he go?

A. Came on down the street, and I stood there talking to a man by name of Calvin some time; never paid much attention
302 which way he went to; stayed there half an hour—a good while.

Q. Calvin, the man you were talking to, was that the man you were trying to fix a post with?

A. Yes, sir; and I never thought about Bloodson any more; we was fixing up the post.

Q. What do you mean by a "post"?

A. Well, soldiers go in and making club together and helping one another—living together. That's what me and Calvin was talking about.

Q. How far is the door that you pushed open from the place where Mr. Humes stood?

A. 'Tain't no further than across here to the gentleman setting there.

Q. To where Mr. Simonton is sitting—7 or 8 feet?

A. Yes, sir. Of course, I didn't measure the distance, but I don't think it's any further, if it's that fur.

Cross-examined by Mr. SIMONTON:

Q. You stay about Mr. Humes' office a good deal, do you?

A. Yes, sir; I knock round there right smart.

Q. And have been around there for many years?

A. In 1894 I went there; 'long about cleaning up for him; 'long about August and June and July.

303 Q. And you were there the morning that William Anderson got his check?

A. Yes, sir; I was there that morning, working and knocking round there.

Q. What time did Anderson get there that day?

A. Well, he got there something betwixt 11 and 12, or maybe it might have been earlier or later. I don't know directly, sir.

Q. That is as near as you can come to it?

A. Nigh as I can get at it.

Q. Did the old man bring his envelope with him, and his check?

A. Yes, sir; he brought it with him; at least he had it there. Mr. Humes give it to him. I was out at the coal box talking to one of the tailors, I think, but I was there.

Q. I want to understand whether you were in the house or not when he come in.

POOR COPY

A. Yes, sir; I was in the house.

Q. Did he bring his envelope with him, with his check in it, when he came in?

A. When I seed him he had it in his hand, standing up talking, and Mr. Humes told him, "Here's your papers come, Anderson."

Q. I infer from what you say, then, that Anderson did not bring it himself; that Humes already had it there?

A. I can't say that. I don't know that, because I didn't see it.

304 Q. Who else was there?

A. There was two or three more in there.

Q. Who were they?

A. I don't know who they were, so many different men coming up.

Q. Can't you remember any of them?

A. Well, the only one I remember was there at the time was—let me see. I don't know who was there. I don't know who was in the house; that's the truth about it.

Q. You can't recollect anybody?

A. No, sir, I don't recollect anybody that was there. There was three or four.

Q. Where was Franklin?

A. Franklin?

Q. Yes; Franklin.

A. I believe Frank was there, if I ain't mistaken, setting in the other room, reading a paper. Franklin was there, and there was a woman—two women was there.

Q. Was Humes in the other room from where Franklin was?

A. No, sir; Franklin was setting there in the main room, by the window.

Q. Did Anderson go in there?

A. Yes, sir.

Q. You did not go in there?

A. Not then; not until after he called me and told me to go with him to the bank.

Q. Who called you?

A. Mr. Humes called me.

Q. Do you know what that day was?

A. No, sir; I don't know. It was some time about October; I don't know whether it was the first or what; it was some-

305 where in October, though; might have been about the 8th of October.

Q. You think it was about the 8th of October?

A. Might have been.

Q. How do you know it was October?

A. Because I know the months. I know what month it was.

Q. You have not talked to anybody to find out whether it was the 8th of October?

A. No, sir.

Q. You just dropped on the 8th of October yourself?

A. Yes, sir; because I think it was about that time.

BLEED THROUGH

Q. Whereabouts was Mr. Humes' office then?

A. It was on Court street—West Court, 17, upstairs.

Q. Well, when you went down to the bank, what time of day was it then?

A. About 11 or 12 o'clock; maybe later or earlier. I couldn't tell the exact time. They have a clock there, but I don't pay no attention to it half the time; don't bother my time with it.

Q. Did you go in the bank with William?

A. Yes, sir; I went in the bank with him.

Q. Was anybody else in there that day?

A. No, sir; nobody but me and him—the banker that paid him, the cashier.

Q. Was not that regular pension pay-day, and were not a great many in there?

A. No, sir; it wasn't no regular pension pay-day.

Q. It was not?

A. No, sir; it was not. I know that.

306 Q. It was not the regular pension pay-day?

A. No, sir; it wasn't.

Q. How do you know it was not the regular pension pay-day?

A. Because I could tell by knowing it. I was drawing a pension myself, and it wasn't my draw-day.

Q. And there was nobody else that day drawing except William?

A. Well, might have been.

Q. Well, if there had been anybody else there getting a pension, would not you have known it?

A. Well, I don't know, sir. People come and go in there, and I don't know nothing about it.

Q. And you say that was not the regular pension pay-day?

A. No, sir; it wasn't no regular pension day, when everybody comes in by twenty or thirty.

Q. When is the regular pension pay-day?

A. Well, it's on the 4th of every third month.

Q. What months?

A. November and——

Q. Well, go on. You say it was November?

A. November ain't a pay-day with us.

Q. When is the pay-day in the fall—your day? It is not the 8th day of October, is it?

A. The 4th of every third month is pay-day.

Q. Well, which is the third month?

307 A. Well, like we get paid in July; get paid in August; don't get no more pay until September. Then maybe comes twenty or thirty; comes in different times; don't none of 'em's pensions come together.

Q. Then you went to the bank. I understand you just walked in and did not say anything to Mr. Humes again; you just nodded your head.

A. That's all I done when he asked if that was William Anderson.

Q. Where were you at that time?

H POOR COPY

A. I was standing just inside of the door.

Q. And when Bloodson went there you did not go in?

A. I didn't go in; I was standing on the last step, like this was inside the door, with the door half ajar.

Q. How much money did Anderson get?

A. I don't know, sir; ain't been never asked him how much he got.

Q. Did you know whether it was Bloodson's first pay or not?

A. I didn't know that; I knowed it was betwixt. I knowed it was a unreasonable time, but I didn't ask him, because I didn't meddle with the business much.

Q. I will ask you if Mr. Humes did not frequently send you down to get the checks cashed for pensioners who lived out of the city, so as to have the money ready when that would come in.

A. No, sir; never give me nobody's check to have cashed.

308 Q. Do you know Sam. Green? You knew him, didn't you?

Judge GREER: Is that testing his memory?

Mr. SIMONTON: I think this a proper question to test the witness on. I have asked him the question now if Mr. Humes did not send him out to cash the checks of pensioners and have the money ready, ready for them when they would come in, and I want to ask him if he has not said heretofore that he did.

The COURT: You brought that out on cross-examination; the other side did not ask it, and you propose now to contradict him about a thing you brought out.

Mr. SIMONTON: Well, yes, sir; I think I might.

The COURT: I do not think so.

Mr. SIMONTON: As independent proof might I not ask is this was a habit of the office?

The COURT: You may ask about the habits of the office, if you want to—that is, his customary methods—but not special transactions. Ask him about his office, if you want to; about his way of doing business there.

Mr. SIMONTON: Well, I don't know that I care to ask that question of this witness. It is a hostile witness to me.

The COURT: In the *the* case is now in I cannot see that it is competent to offer a special transaction. You went outside. They limited their inquiry to Anderson, Bloodson, and Haynes.

309 Now, when you cross-examined, you went beyond that. Then, as new matter, you ask him if Humes did not frequently send checks by him and have them cashed, so as to *to* have the money ready. He says he did not. Now, then, you propose to show that that is not true by asking him about a special transaction. You see that is new matter that you brought out originally. I feel pretty certain that you cannot brink out a question of that sort, then undertake to show that he is mistaken. That is your testimony. When you asked him that you made him your witness. There is objection to the proof?

Judge GREER: Oh, certainly; we object.

The COURT: The objection is sustained.

BLEED THROUGH

Mr. SIMONTON: Does your honor hold that contradiction of a witness is only as to what is brought out in chief?

The COURT: Yes, sir.

Mr. SIMONTON: Now, here is a matter which, if true, is certainly within this witness's knowledge, and I can show that he at other times has made a different statement.

The COURT: I do not see how you can do that when you bring the matter out. If you were cross-examining him, it might be so. You may show by independent testimony that it is not that way.

310 Mr. SIMONTON: If your honor please, on another ground, I have a right to test this witness's credibility in all sorts of ways.

The COURT: Why don't you first ask him the question; then if he did make this other statement?

Mr. SIMONTON: I have. That is what they stopped me on. I asked if he did not make it.

The COURT: Fix the time and place.

Mr. SIMONTON:

Q. Well, do you know one Samuel Green, a pensioner?

A. Yes, sir; I know him.

Q. I will ask you if last February, at Green's house, did you not tell him that Mr. Humes was in the habit of having you go — the bank to get the checks of pensioners cashed, to have the money ready when the pensioners themselves would come in—the pensioners that lived outside the city?

A. No, sir; I never did tell that.

(Counsel for defendant objected to both question and answer as incompetent.)

The COURT: I will let that answer stand for the present. I have great doubt about that. I do not rule on that finally. It may stand that way for the present.

Mr. SIMONTON: Now, then, I want to ask the witness this further: If to this same witness, Samuel Green, at a later date in May,
311 if this witness did not tell him that you would remonstrate with Mr. Humes about that way of doing, and say that he would get himself in trouble about it?

A. No, sir; I never did say no such thing to him.

Q. Down there at his house?

A. No, sir; I never had any talk with him about Mr. Humes.

Q. Do you remember when you carried some money out there?

A. No, sir; I never did.

The COURT: Now, you remember these two witnesses and questions that he answers in the negative.

Mr. SIMONTON:

Q. Do you know Maria Maxwell?

A. Yes, sir.

POOR COPY

Q. Did you go with her to the bank to get her money?
A. Her daughter went with her to the bank.
Q. You did not go?
A. I didn't go with her.
Q. Which time are you talking about, when her daughter went with her?
A. Her daughter went with her every time she went. She never failed going. She went with her every time since I been knowing her.
Q. You did not take Joshua Haynes to the bank?
A. No, sir; I didn't know nothing 'bout him then.
Q. He was one man you missed?
A. No, sir; I didn't know nothing 'bout him.

312 W. Y. C. HUMES, a witness for defendant, being first duly sworn, was examined by Col. Gantt as follows:

Q. What is your business?
—. I am a bank cashier.
Q. For what bank?
A. The Mechanics' savings bank.
Q. What relation are you, if any, to the defendant?
A. His half brother.
Q. I wish you would look at the Anderson check now shown you, and the Bloodson check also. Can you tell where that check was paid?
A. Yes, sir; it was cashed at our bank.
Q. Is there anything on the face of the check that will — the date when it was cashed?
A. No, sir.
Q. Have you any book that will show it?

Mr. SIMONTON: Don't speak about your books unless you have got them here.

Col. GANTT:

Q. Well, I have got them here. Is this the book?
A. Yes, sir.
Q. I wish you would turn in this book and see whether you have got any entry in that book in regard to the Anderson check.
A. Yes, sir; I have got that check entered here.
Q. What is the date?
A. October 8th.
Q. To whom did you pay that check?
A. I paid it to William Anderson.
Q. A white man or a colored man?
A. A colored man.
Q. You are sure that you paid it to William Anderson?
A. Yes, sir.
313 Q. Who was with him, if any one?
A. I think Sanderlin was with him.
Q. When William Anderson came in with the check to the bank,

BLEED THROUGH

you say it was on the 8th of October, 1894, and presented it, if at all, what question did you put to him—any?

A. Yes, sir.

Q. What was it?

A. "What is your name?"

Q. What did he answer?

A. William Anderson.

Q. And you say Sanderlin was there?

A. Yes, sir.

Q. What did Sanderlin do, if anything?

A. I said, "Sanderlin, is this right?" He said, "Yes, sir."

Q. And then you paid him the check?

A. Yes, sir.

Q. Now, you are positively sure you did not pay that check to a white man?

A. Yes, sir.

Q. You did not pay it to Sanderlin?

A. No, sir.

Q. You paid it to Anderson?

A. Yes, sir.

Q. Have you seen Anderson lately?

A. Yes, sir.

Q. When?

—. I saw him in this court-room week before last.

Q. State whether you recognized him as the man you paid the check to.

A. Yes, sir.

Q. And on the 8th of October you paid that check?

A. Yes, sir.

Q. He said his name was William Anderson, and Sanderlin identified him?

A. Yes, sir.

Q. What is the amount of that check?

A. $536.40.

Q. Did you pay him the whole of the money?

314 A. Yes, sir; with the exception of my exchange.

Q. How much was that?

A. Twenty-five cents on the hundred dollars.

Q. Now, it was all paid to him with that exception?

A. Yes, sir.

Q. Now, you have turned to the place in the book where you say that check is scheduled or entered. Will you please read what your book says about it? First read the check itself.

A. The check is check number 743,149, dated Knoxville, Tenn., October 3d, 1894, drawn on the assistant treasurer of the United States, at New York. (The witness here read the check to the jury.) The check was endorsed by William Anderson, witnessed by L. W. Humes and J. H. Purcell, and endorsed by the Mechanics' savings bank to the National City bank, New York, and stamped paid by them.

POOR COPY

Q. How did Anderson endorse it, by writing his name or making his mark?

A. By his mark.

Q. Now, having read the check and the endorsements upon it—before that, however, why did the bank endorse it?

A. We endorsed it payable to the National City Bank of New York, which is our correspondent in New York, and we sent the check to them.

315 Q. After you had paid the paper what did you do with it?

A. After I had paid it to Anderson I put it in my cash drawer.

Q. Then what did you do with it after that?

A. Entered it up on my cash book, then I entered it in my collection register, then I wrote a letter to New York and sent it to them there.

Q. And you know in the due course of business it was paid in New York?

A. Yes, sir; I had advice from them.

Q. Were you- entries of even date with that?

A. Yes, sir. (Reads:) "D. A. Carpenter, account of William Anderson, collected of the assistant treasurer of New York; date of check, October 3d, 1894; sent to National City Bank of New York $536.40."

Q. Do you know a man by the name of Isaac Bloodson?

A. Yes, sir.

Q. What sort of a looking man is he?

A. He is a tall, black negro, with grey hair and grey whiskers.

Q. Look at this other check now handed to you. Did you pay that?

A. Yes, sir.

Q. To whom did you pay that check?

A. To Isaac Bloodson.

Q. Where?

A. In the Mechanics' savings bank.

Q. Look in your book and see when you made that pay-
316 ment. There is nothing on the check itself to show, I suppose.

A. No, sir.

Mr. SIMONTON:

Q. You cannot tell without looking in the book, I suppose?

A. I cannot carry all the checks in my head, sir. I have a record of that check here.

Col. GANTT:

Q. What is the date?

A. December 24th, 1894. Check No. 791,759; drawer, D. A. Carpenter, account of Isaac Bloodson; witnessed by L. W. Humes and W. G. Franklin; drawn on the assistant treasurer of the United States New York December 16th; sent to National City bank; for $567.20.

BLEED THROUGH

Q. Does that entry correspond with the Blood- check in all particulars?

A. Yes, sir; it is a description of it.

Q. What did you do with the check? To whom did you pay that?

A. To Isaac Bloodson.

Q. Did any one come with him?

A. Yes, sir.

Q. Who was it?

A. Sanderlin.

Q. Did you — Bloodson before that?

A. No, sir.

Q. What is it that enables you to remember him, if you do remember him?

A. Well, Isaac Bloodson is a peculiar looking negro, and he came in the bank there on Christmas eve, in the afternoon, and I pa-d him over this $560 less my exchange, and I joked the old man about having so much money on Christmas eve.

317 Q. Well, are you quite sure it was Christmas eve?

A. Yes, sir.

Q. Have you seen him since?

A. Yes, sir.

Q. Have you any doubt about his identity?

A. No, sir; I know him very well.

Q. You mean you recognize him very readily?

A. Yes, sir.

Q. Will you take your book to the jury there and explain to the jury how you make those entries and let the jury look at them, if they choose to do so.?

(The witness here showed and explained to the jury the entries, as requested, and explained the manner of keeping said book.)

A. Now, you see, each date here is ruled off by itself, and I rule these two red lines to show that that is the business done on that day, on different days. Now, when I enter up this check I take it in my hand this way. This is my date, 1894, October 8th; check for $536.40, No. 743,159; drawer, D. A. Carpenter, U. S. pension agent; William Anderson. Other endorsers that appear on the check, L. W. Humes and G. H. Purcell. The check is on the assistant U. S. treasurer at New York. I then put the date of the check itself, to whom I sent it—the National City Bank of New

318 York—and the amount of the check. Now, this other check was December 24th. The number of this check is 791,759, drawn by D. A. Carpenter, U. S. pension agent, account of Isaac Bloodson; witness-, L. W. Humes and W. G. Franklin; date of check, December 16th; sent to National City Bank of New York; for $567.20.

Judge GREER: How many pages intervene there between your entry of October 8th, describing the Anderson check, and your entry of December 24th, describing the Bloodson check?

A. (After counting.) Nine pages.

POOR COPY

Q. How many different checks are described on each one of those pages?

A. (After counting.) Thirty-eight.

Mr. SIMONTON: Thirty-eight on each page?

A. Well, no; not exactly thirty-eight checks on each page; it depends on the length of the day. There might be a difference of a good many checks on a page. There were 38 on that page.

Mr. SIMONTON:

Q. Do you always begin on a new page every day?

A. No; not always. When I end a day I always draw a red line like this. Then I commence directly under that red line the next day.

Mr. SIMONTON:

Q. It is always practically the same?

A. Practically the same.

Mr. SIMONTON:

Q. And how many pages?

319 A. Nine pages.

Col. GANTT:

Q. I forgot to ask you whether in regard to the Anderson check—whether the entries or entry, if you call it one, was made contemporaneously with the payment of the check on the same day.

A. You mean was it made on the same day? Yes, sir.

Q. That is the Bloodson check?

A. Yes, sir.

Cross-examined by Mr. SIMONTON:

Q. Your bank cashed a great many of these checks drawn by D. A. Carpenter, did it?

A. Yes, sir.

Q. About this time, in 1894, how long had your bank been cashing them, Mr. Humes?

A. That record there would show. I would not like to say right out of my head, Col. Simonton.

Q. Well, what is your best recollection about it?

A. My best recollection about it is that we commenced, I think, in August, cashing them pretty freely.

Q. Well, in the run of your business, about how many of those would you cash in a day?

A. Well, we did not cash them every day. I have cashed as many as 25 or 30 of them in a day, I guess.

Q. You do not undertake to recollect the circumstance of paying each one of these persons you cashed checks for?

A. No, sir.

320 Q. Twenty-five a day sometimes, you say?

A. There have been as many as that; not often.

BLEED THROUGH

Q. Then how does it come that you recollect the payment of the check to William Anderson?

A. Well, I recollect the payment of the check of William Anderson in this way: I recollect that a negro man came in there and got that money, and I have seen Anderson and I recollect Anderson as the man that did it.

Q. Was that so unusual as to make you recollect it?

A. Well, I will state my answer over again. I remember it because Sanderlin brought the man in there, and I have seen Anderson since and I recognize him as the man, and it made an impression on me because it is a very large check to pay to a negro.

Q. Did not Sanderlin bring a number of other persons in there?

A. He brought a number, but not a number of that sized checks to be paid.

Q. When you testified in this matter some two weeks ago or thereabouts, when you were on the stand, did you not say you did not recollect Anderson's appearance?

A. Yes, sir; and I say I have seen Anderson since, and know I do recognize him.

Q. Did you not say on the stand there that if you were to
321 see Anderson you would not know him?

A. No, sir; I did not say that.

Q. Did not you say you could not give a description of him?

A. I said I could not recall his appearance to my mind without seeing him.

Q. You were not able, then, to give any description of him at all when you were first on the stand?

A. Except that he was a negro.

Q. And afterwards you saw him on the witness stand, and, being identified as Anderson, then you thought you recognized him?

A. No; then I positively recognized him.

Q. You do positively recognize him?

A. Yes, sir.

Q. And at first when you were questioned about him you had not seen him then for a long time, had you?

A. Well, Anderson was in the bank since I cashed that check. I don't think I had seen him in some months, though.

Q. Did Anderson ever cash any other checks at your bank?

A. I think so.

Q. Well, sir, find them for me.

A. I think I can.

Q. Well, I want to ask you now—you say you cashed another check for Anderson after that. Who brought him in that time?

A. I don't know.

322 Q. When was it?

A. I cannot say until I refer to my books.

Q. Well, now, if you had not had your book could you tell when you had cashed that first one to William Anderson except by looking at your book?

A. I could not have sworn without referring to my books that it was on October 8th; no sir.

POOR COPY

Q. Then give me some idea how long after this 8th day of October it was until you cashed another one for Anderson.

A. Well, I won't be positive about that. If you want me to give you a conjecture about it I will do it.

Q. Well, give us a conjecture.

A. I think it was at the regular time these men came in. There were quarterly payments. These checks were paid every quarter; though I won't be positive about that.

Q. Well, I don't understand you yet, whether anybody came with him the second time or whether he came alone.

A. Well, I don't know. It would not have been necessary for any one to come the second time, because I would have known the man.

Q. You remember Richard Harris, do you?

A. Yes, sir.

Q. Well, he came and got a pension check cashed at your bank?

323 A. Yes, sir; he got several.

Q. He had to be identified when he got the first check cashed?

A. Yes, sir.

Q. He had cashed checks before that, hadn't he?

A. When you asked me about a pension check I thought you meant the bounty check. I called that a pension check.

Q. They were cashed at your bank, and he had to be identified?

A. He was identified.

Q. Did not you testify that he had to be identified?

A. I testify that any man that came to my bank that I did not know would have to be identified.

Q. And he is as remarkable in his appearance as Bloodson?

A. I do not think he is.

Q. Is not he as tall?

A. I don't think he is.

Q. How tall is Bloodson, in your judgment?

A. I think that Bloodson is over 5 feet 11; may be 6 feet.

Q. I see a check here paid through your bank which reads: "United States pension agency, November, 1894. Assistant treasurer, pay to Harry Wynne $36," and signed by D. A. Carpenter and J. M. Cate and endorsed on the back, "Witnessed by L. W. Humes and William Wallace." Do you remember whether that was paid in your bank?

A. Let me see the check.

Q. I am testing your recollection.

324 A. I have said that I do not recollect any of those checks unless I refer to my book.

Q. Who was this check paid to?

A. It was paid to Harry Wynne.

Q. How do you know it was?

A. The man that was represented to me as being Harry Wynne.

Q. Now, do you recollect about that?

BLEED THROUGH

A. No, sir.

Q. Then you speak from your usual course of business or from your recollection?

A. I am speaking from my usual course of business.

Q. Well, you have got no recollection about it, have you?

A. No, sir; the only thing I can go by is my record in regard to that check.

Q. I will ask you why it is, if you go by your record in these matters, that you recollect these two?

A. Because they are large amounts.

Q. Are those the only large amounts that you cashed?

A. No, sir.

Q. Who else did you cash a large amount for?

A. I can almost tell you without referring to the book. I cashed one for Armistead Pope.

Q. When did you cash that?

A. That was cashed on the same day that I cashed the one for William Anderson.

Q. Have you seen that on your book lately?

325 A. No; I remember that negro.

Q. Who came with him?

A. Mrs. Kate Wallace.

Q. Give me another one.

A. I will give you Mrs. Elizabeth Davis.

Q. How much was her check for?

A. It was for over $3,000.

Q. Well, give me another one.

A. I think that is about all of the large ones. There may be one that I can't recall. I think all the large ones were Armistead Pope, Elizabeth Davis, William Anderson, Isaac Bloodson, and Richard Harris. There may be one or two more possibly, but I can't recall them.

Q. Do you remember a pensioner named Caroline Turner?

A. No; I cannot recall her.

Q. Well, she seems to have been paid in August, 1894. You do not recollect her?

A. No, sir.

Q. Well, now, looking at your book, see if you can recollect something about her then.

A. (After looking at book.) No; I cannot remember this.

Q. How much is that?

A. $367.60. I said there might be one or two others.

Q. Have you made an estimate to know how many of these checks were cashed in and through your bank in the course of twelve months?

326 A. I made a count in the court-room here week before last, from August, 1894, to August, 1895, of these pension checks.

Q. And how many were there?

A. 514.

Q. Now, then, referring one moment back to this $367 check of Turner, is that a colored person or a white person?

POOR COPY

A. I am pretty sure she is a negro.
Q. Who came and identified her?
A. Mrs. Kate Wells.
Q. Now, Mr. Humes, you were asked if this book was a record of what passed at the time.
A. Yes, sir.
Q. Do you mean to say that when one of those checks was paid at the bank you immediately entered in this book?
A. No, sir; I did not say that.
Q. How did you keep a record of it?
A. You mean in what way?
Q. Yes, sir; this record which you have shown to the jury and read here, showing the number of the check, by whom drawn, in whose favor drawn, by whom endorsed, and what you did with it, what was that record made from?
A. When I paid the check I put it in the cash drawer, in the department for foreign-exchange checks. When 3 o'clock came
327 I took these checks out of that drawer, entered them up on my cash book, and, when I had done that, entered them in that register.
Q. When did you enter them on the register?
A. Just immediately after entering them on my cash book.
Q. I understand you that when one of these would come in you paid the money and put them in your cash drawer. You made no memorandum at the time, but laid them away?
A. Yes, sir.
Q. And when you went to make up the book would set down the entry from the face of the check?
A. Yes, sir; because that was the record of the transaction.
Q. So the book does not show anything more than the check itself does, except the date that it was cashed and the date that you sent it off?
A. Yes, sir.
Q. The other items you take from the check itself?
A. The check itself is the transaction. It is the record of the transaction. The man that got the money endorsed it. That is the record of the transaction, the check is, and this is just a copy of the record of the transaction, that book is.
Q. Now, if you paid that check off in the morning you did not put anything on your book until 3 o'clock?
A. Or possibly a little afterwards.
328 Q. You- book does not show any more about who it was paid to that the check itself shows?
A. No more than the check itself shows.
Q. And that column in your book, "To the account of," simply means to whom it was payable?
A. Yes, sir.
Q. And it does not show to whom it was paid?
A. No more than the check does.
Q. What time was Anderson at your bank, if you have any independent recollection from your book?

BLEED THROUGH

A. I don't know what hour of the day it was.

Q. Do you know whether it was in the forenoon or the afternoon?

A. It is my impression that it was in the forenoon.

Q. That is merely an impression?

A. Yes, sir.

Q. How long did your bank stay open on Christmas eve?

A. The bank closed at three o'clock.

Q. The same as every other day?

A. Yes, sir.

Q. I want to ask you about this check here of Harry Wynne. Is it not true that you paid that check of Harry Wynne? To whom did you pay it?

A. The man I supposed to be Harry Wynne.

Q. Did you not, in fact, pay that to William Wallace, the person who witnessed?

A. I don't know whether I did or not.

329 Q. Was not Harry Wynne sick at home at that time?

A. I don't know.

Q. You don't know?

A. No, sir.

Q. There is another one here; a second one. Do you know about it?

A. No, sir.

Q. Well, here is one to Henry Hawkins. Do you know anything about that?

A. No more than that I paid it to the man I supposed to be Henry Hawkins.

Q. Have you any recollection of it at all?

A. Read the check? You have not even read the check to me. (The check was here shown to the witness.) A. No, sir; I have no recollection of this particular check.

Q. Who identified that person?

A. I just said I had no recollection about this particular check.

Q. Do you remember cashing one for Rufus Montgomery?

A. Let me see the check.

Q. I believe it is not here. I beg your pardon. I withdraw the question. That did not pass through your bank.

Re-examined by Col. GANTT:

Q. You say that the small checks—the whole amount of them in the period named—was 514?

A. Yes, sir; 514 checks.

Q. What did the small amounts run from?

A. $18, $34, $36; sometimes $12.

Q. Now, the large ones were how many in all?

330 A. Well, we have just counted them. There are, I believe, six or seven.

Q. Out of a body of 514?

A. Yes, sir.

POOR COPY

Recross-examined by Mr. SIMONTON:

Q. You cashed other checks besides pension checks?
A. Yes, sir.
Q. Large and small?
A. Yes, sir.
Q. You did not keep a record in this book of the individual checks of depositors?
A. No, sir; they are kept in an individual ledger.
Q. What do you mean by foreign checks?
A. By foreign checks, checks that are not on a Memphis bank.
Q. What time did you open the bank?
A. At 9 o'clock.
Q. Business hours were from 9 to 3?
A. Except on Saturdays; then from 9 to 7.

Defendant closed.

Upon the conclusion of the evidence of the defendant the Government offered the following rebutting evidence:

SAMUEL GREEN (colored), a witness for the Government, being first duly sworn, was examined by Mr. Simonton as follows:

Q. Do you know one Cornelius Sanderlin?
A. Yes, sir.
Q. Did you have a conversation with him at your house last February in this city?
331 A. Yes, sir.
Q. Did Sanderlin say to you at that time that Mr. Humes was in the habit of having him go to the bank to get checks of pensioners cashed when pensioners were out of the city, so as not to be bothered with them when they come in, as the people at the bank knew him?
A. Not in that way.

(Question objected to by counsel for defendant as incompetent.)

The COURT: The defense asked him particularly about the two transactions with Bloodson and Anderson, and then, by way of new matter, you brought out, or rather asked, the fact if Humes had not been in the habit of having him to go and get checks cashed so as to get the money ready by the time they came. He answered, No. That was brought out by you, and it was not responsive to the original examination; and now you propose to show that his answer to you in respect to that matter was untrue, or rather to contradict him as to that, and I am of opinion that you cannot do that. You cannot call out an original statement of your own
332 and to which you make him your own witness, and then impeach him by showing that he has told an untruth. I feel pretty certain that you cannot do that.

(After argument by the district attorney, the court allowed the witness to answer the question for the present. To this ruling counsel for defendant excepted.)

BLEED THROUGH

Mr. SIMONTON:

Q. You say that is what he said, but not in that way. Now, you state what he said.

A. He said they kept money there to give them what lived at a distance, so they wouldn't be bothered, so they could go on home about their business, an' he told Mr. Humes——

The COURT: Wait now, just answer what you are asked.

Mr. SIMONTON:

Q. Tell it all—all that he did say.

A. Said that he ought to quit that business, it'd create disturbance, an' if he had listened to him it wouldn't have been nothin' of this.

Judge GREER: We will not cross-examine upon evidence that we hold is incompetent.

The COURT: I am satisfied, gentlemen, that that is not competent as this case comes to you, and I withdraw that from you and
333 exclude that from your consideration.

(To this ruling the district attorney excepted.)

SAMUEL GREEN (colored), being recalled, was further examined by Mr. Simonton as follows:

Q. Were you a pensioner?

A. Yes, sir.

Q. Did you — Stephen Ray?

A. Yes, sir.

Q. Did you know him well?

A. Yes, sir.

Q. Is he living or dead?

(Objected to by counsel for defendant as original evidence and incompetent.)

A. He is dead.

Mr. SIMONTON:

Q. I want to ask him if at some time in this year Stephen Ray was living or dead, and, to make it short, will ask him how long he has been dead?

The COURT: Ask him that question as a circumstance.

A. He died last July; was a year ago, 1894.

Q. July of 1894?

A. Yes, sir.

Q. Do you know whether he was a pensioner or not?

A. Yes, sir.

Q. He was?

A. Yes, sir.

The COURT: The witness Franklin stated, if he did not state it in answer to any question by the Government, that he never did

POOR COPY

sign any check or other thing as a witness or attesting wit-
334 ness unless the person was present or some one claiming to be the man; and now this is offered as a mere circumstance, for what it is worth, tending to show that in this instance he may have done that. Of course, if there was some one present claiming to be that man it will not be contradiction; but if the jury believe there was no one present claiming to be that man, this will go for what it is worth.

Judge GREER: We will not detain the court with any cross-examination.

The district attorney offered in evidence the calender of 1894, so that it might identify the dates.

This was all the evidence offered in this case.

His honor the trial judge charged the jury as follows:

335 *Charge of the Court.*

Circuit Court of the United States, Western District of Tennessee.

UNITED STATES } No. 1982.
vs.
L. W. HUMES.

GENTLEMEN OF THE JURY: The indictment against the defendant in this case and on which he has been put to trial is predicated on section 5485 of the Revised Statutes, which reads as follows:

"Any agent or attorney, or any other person instrumental in prosecuting any claim for pension or bounty land, who shall directly or indirectly contract for, demand, or receive or retain any greater compensation for his services, or instrumentality in prosecuting a claim for pension or bounty land than is provided in the title pertaining to pensions; or who shall wrongfully withhold from a pensioner or claimant the whole or any part of the pension or claim allowed and due such pensioner or claimant, or the land warrant issued to any such claimant, shall be deemed guilty of a high misdemeanor, and, upon conviction thereof, shall for every such offense be fined not exceeding five hundred dollars, or imprisonment at hard labor not exceeding two years, or both, at the discretion of the court."

336 This indictment as originally drawn and returned into court by the grand jury contained nine counts, but as the case now comes to you, in view of the previous record thereof, the defendant is on trial on only three of those counts, and in the discharge of your duty you are concerned with only the three, viz., the first, third, and seventh counts in this indictment. The first one reads as follows: "The grand jurors of the United States within and for the western division of the western district of Tennessee, in said sixth circuit, duly elected, impanelled, and sworn and charged to inquire in and for said district aforesaid, in said circuit, upon their oaths present that L. W. Humes, yeoman, of the county of Shelby, State of Tennessee, and late of the circuit aforesaid, to wit,

BLEED THROUGH

on the first of April, 1895, in the county of Shelby aforesaid, State of Tennessee, and in the circuit and division of the district aforesaid, to wit, Memphis, in said county and within the jurisdiction of this court, unlawfully and with force and arms did wrongfully withhold from William Anderson a large sum of money, to wit,
337 $486.50, the same then and there being part of pension money allowed and due by the United States to the said William Anderson, and the said Lowry W. Humes then and there being agent for and a person instrumental in prosecuting a claim of said William Anderson for a pension aforesaid, contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States."

The third count is: "And the grand jurors aforesaid upon their oaths present that the said Lowry W. Humes, on the first of April, 1895, at Memphis aforesaid, in the division and district aforesaid, unlawfully did wrongfully withhold from one Isaac Bloodson a large sum of money, to wit, $517.20, the same then and there being part of the pension allowed and due by the United States *and* the said Isaac Bloodson, and the said Lowry W. Humes then and there being an agent for and a person instrumental in prosecuting a claim of said Isaac Bloodson for the pension aforesaid, contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States."

And count seven is as follows:

338 "The grand jurors aforesaid upon their oaths aforesaid further present that the said L. W. Humes, on the first of April, 1895, at Memphis aforesaid, in the division and district aforesaid, unlawfully did wrongfully withhold from one Joshua A. Haynes a large sum of money, to wit, the sum of $116.00, the same then and there being part of the pension money allowed and due by the United States to said Joshua A. Haynes, and the said L. W. Humes then and there being agent for and a person instrumental in prosecuting the claim of said Joshua A. Haynes for the pension aforesaid, contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States."

These three several counts in the indictment charge the defendant with independent and distinct offenses growing out of distinct transactions—viz., in the first count he is charged with withholding from William Anderson a part of a pension due to Anderson, and in the third count the charge is in respect to the Bloodson pension claim and withholding that from him, and in the seventh count with the Joshua A. Haynes claim or pension—and the defendant is on
339 trial on each of these counts. It is competent for the jury, in such disposition as they make of the case, to convict the defendant, if they convict him at all, on all of the counts—three of the counts—and in respect to all three of the transactions or it is competent for the jury to convict him on one or more and acquit him on one or more. The defendant, by his plea, says he is not guilty of the charge, and, having thus denied the charge, it devolves upon the Government, before it can ask a conviction, to es-

POOR COPY

tablish his guilt by proof, on one or more of the counts, to the satisfaction of the jury and beyond a reasonable doubt.

If the Government has so established his guilt by proof on one or more of the counts or all of them, then the jury should convict. If the Government has not so established his guilt on all or any of the counts, then the jury should accordingly acquit. The defendant is presumed to be innocent, as every other citizen within the peace of the State is presumed to be. It is a presumption that attends him at all times, under accusation as well as otherwise, and is an answer to any accusation against him until that presumption is overturned by proof on the part of the Government which
340 establishes his guilt beyond a reasonable doubt. Now, the rule in a criminal case in respect to the quantity of proof necessary is different from what it is in a civil case. In a civil case the jury may decide the case according to the preponderance of the testimony—that is, as it may weigh in favor of the one side or the other in the scale of the controversy—but in a criminal case and as against the defendant that is not sufficient. The proof must satisfy the jury of his guilt beyond a reasonable doubt. Now, what is a reasonable doubt is a matter somewhat easier of conception than definition, but the proof of his guilt, in order to overturn the presumption of innocence, should be such as to exclude all reasonable doubt. It doesn't necessarily exclude all doubt. By a reasonable doubt is meant a doubt arising out of the evidence in the case or the want of sufficient evidence. It is not a doubt suggested by the imagination outside of the proof. It is not a doubt suggested by any feeling of mercy, by any feeling of sympathy, for the one side or prejudice against the other; but is an honest, substantial
341 misgiving as to the guilt of the defendant, after the jury has attentively and conscienciously weighed or considered all the testimony in the case on both sides. If, after you have considered all of it with the view honestly to ascertain the truth and with no other motive (as you will), you are not satisfied beyond a reasonable doubt, why you should acquit. If, after you have so considered it, the jury believes or feels that notwithstanding the proof the defendant may be innocent, that is a reasonable doubt and the defendant should be acquitted. If, after the jury has carefully considered the evidence faithfully and earnestly with a view to ascertain and declare the result, the jury is unable to say how it is, why that is a reasonable doubt, and the defendant in such a condition of your mind as that is entitled to an acquittal. If, however, it excludes all reasonable doubt after the exercise of your reason and judgment as men, why then there would be no reasonable doubt, of course, and the defendant should be convicted. Now, the defendant is permitted to testify in his own behalf, and the fact of his motive
342 or interest to escape punishment no longer disqualifies him as a witness. He is a competent witness, and it becomes your duty to accept him as competent and to duly weigh and consider his testimony, and the motive that he labors under, no longer disqualifying him as a witness, goes to his credibility and is to be considered by you as a circumstance in determining what weight

BLEED THROUGH

you will give to his testimony given in his own favor. You should consider the fact that he labors under a strong motive to escape conviction and punishment or disgrace by testifying to a state of facts that exculpate him from the charge against him, and you are at all times to weigh what he says in connection with that circumstance as going to his credibility, and, having done so, you give to his testimony such weight as you may think it entitled to under all the circumstances. You will, of course, look to his manner, as you would the manner of any other witness on the stand, and the reasonableness or unreasonableness of his testimony; to its agreement or disagreement with your experience and with the other testimony in the case, both positive and circumstantial.

343 If there is a conflict of evidence, as I think there is, in this case, it is your duty first to so reconcile the evidence, if you can do so, as to make each witness or set of witnesses speak the truth. If the conflict is irreconcilable or of such a character as that it cannot be reconciled by the jury consistently with honesty on the part of the witness, then it is the duty and the province of the jury to say which witness or set of witnesses has stated the truth and which has not. If in what the court says to you in restating the testimony or in indicating the inferences to be drawn from it the court misstates the testimony, according to your recollection, or if the court expresses a view of it, if it does express any, not in accordance with your view after you have carefully considered it, it is your duty to follow your own recollection and your own view, the court merely meaning to try to assist you by such instructions as may be properly given; but it is your duty to finally pass upon the question of the defendant's guilt or innocence. Discrepancies between witnesses as to time, growing out of the frailty of human memory, *is* ordinarily not a circumstance that affects the tes-

344 timony of or discredits a witness. It is too common an experience that memory fails as to dates, time, and distance, and it is only when the jury believe that a date has been deliberately fixed upon and adhered to with a view to pervert the fact that that would be a circumstance that discredited a witness'es testimony. Now, with these general observations that are applicable and will be kept in mind by you throughout in the case, we come to the testimony in the case, and in respect to that it appears from the statute, as you have observed, that it is necessary in order to make the case against the defendant (first) that he must have been the agent or attorney of the pensioner or he must have been instrumental in the prosecution of the pension claim before he falls within the category of the persons who are subject to the provisions of the statute, and (secondly) he must withhold from the pensioner all or a part of what was due the pensioner claimant, so that two propositions are necessary to be established: That def't was an agent or instrumental in the prosecution of the claim, and, secondly, that he withheld from the pensioner money that belonged to the pensioner, some part of the pension that was allowed.

345 Now, desiring to get the jury down to the real issue in this case as it comes to you, leaving the jury free to find for itself,

H POOR COPY

the court is of opinion that, considered in reference to either the Government's proof or the defendant's and with reference to the written evidence or the oral, that the defendant was instrumental in the prosecution of these claims in such sense as that if he withheld the money he would be within the provision of the statute and guilty. That brings you to the fact, then, of whether or not he did withhold these pension claims. Taking up, then, the count in reference to the Anderson claim: Now, there is a direct conflict between the defendant and his own evidence and that of the claimant, Anderson, as to who got the proceeds of that check. Anderson states that he had paid him $50.00 of it at his office in person and in money, and that that is all of it that he ever obtained, whereas the defendant Humes says that he delivered to him the check for the full amount, and that he went away from his office to the bank to get it cashed, and that he had nothing further to do with it and knew no more of it. Now, both of these statements can't be true.

346 Whether they are deliberately false or the result of mistake or misconception, they are not both true. The claimant stands in his testimony directly opposed to that of the defendant upon that point, and that is the real issue in respect to this Anderson transaction, viz., who got the proceeds of that check? If Mr. Humes got and retained the proceeds or retained any part of it above the notary's fee, then he is guilty, whereas if Anderson got it that is the end of the case so far as that count is concerned, or if, under the rule stated, you have a reasonable doubt about how that is the defendant is entitled to an acquittal. Now, then, in such a conflict as that you naturally look for corroboration of Anderson on the one hand and Humes on the other, and with that view I will call your attention briefly to what the testimony of supporting witnesses on the one side and the other is as I recollect it. Anderson says he went immediately to the stock yard, to Peter Finley, with his hand on the $50.00 from the time he left Humes' office until he got to the yard, and that he there made known the fact to Peter Finley, and Peter Finley counted the money, and in that Peter Finley substantially agrees with Anderson as to that fact. Afterwards Peter

347 Finley says that he went in company with Mr. Laughlin, but in the absence of Anderson, to the office of Mr. Humes and inquired about this $50.00 that had been paid to Anderson or, rather, about the Anderson pension; that they went there for the purpose of finding out why it was that Anderson got no more than fifty dollars, and they state—himself and Mr. Laughlin, who appears to be an intelligent man and is a member of this bar—they went to Mr. Humes' office, as they stated, and called him into another room and asked him about this thing. They say that Mr. Humes said that the check had come that morning (I am quoting it substantially), and that ten dollars of it went as an attorney's fee, and that he paid Anderson fifty dollars, and if you believe that Humes stated that, that corroborates Anderson's testimony as to his version of this transaction, and if you believe that Mr. Humes deliberately and understandingly made that statement to Peter Finley and Mr. Laughlin, as they understand it, viz., that he paid him

BLEED THROUGH

$50.00 and retained $10.00 as attorney's fee, it would be a strong circumstance against Mr. Humes. It is contradictory to what he now states before the jury on the stand, and it is inconsistent
348 with the transaction as he now details it, and is inconsistent with his innocence, as it is now maintained. Now, did they understand Finley and did Finley understand them in that conversation? Its value depends on the fact, of course, that it was deliberately made by Humes, and that it was correctly understood and communicated by Finley and Laughlin. I- requires that to make it of value as an admission; but if understood, and correctly testified to by them, and deliberately made by Humes, as I have stated to you before, it becomes a strong circumstance. It is impossible that what he said then could be true, and that what he now says could be true; and it is impossible, in view of the facts now before you, that a statement of that sort could be true and he could be innocent, because if he paid him $50.00 he don't pretend that he otherwise paid him the pension money, and it would warrant you in the inference that he withheld the remainder of it. Now, in determining whether that was deliberately and understandingly made, you may look to the circumstances in which you went to Mr. Humes' office and the time that was devoted to the
349 inquiry of the answer—if it was only a few minutes, to that circumstance; if it was where he was pressed with other business, to that circumstance—and determine whether it was deliberately and understandingly made, because if it was, in the court's opinion, that is a strong circumstance in this case. Now, then, when you turn away from that side of it and the corroboration, Mr. Humes says that Mr. Laughlin and Mr. Finley misunderstood him; that he said to them that there was due Anderson about five hundred and fifty dollars, and that the question of whether it was all or not was not mentioned (I am stating my recollection of his testimony, and it is for you to remember it), and that they seemed satisfied with that and went away, and that it was but for a moment and casual, and that they misunderstood him if they understood it as they say. Now, how is this? That is a question for you to say, if you can.

Mr. Humes denies that, and denies that he paid Anderson $50.00 in money at all on that occasion or a cent; and while we are on the subject of fees I may as well get that out of the way, be-
350 cause there is enough of disputed matter here. Mr. Finley didn't claim in his testimony before you that he had any charge against that fund or any claim against Anderson on account of which he could have retained it or held it, except the fifty cents, notary fee, and says that he did not retain any more, but that he turned him over the check, and that fifty cents was brought back to him by Saunderlin. Now, then, the section under which he is indicted is a section intended——

JURYMAN: You had reference to Mr. Humes, didn't you? You said Mr. Finley.

The COURT: Yes, sir.

Under the section under which he is indicted it is intended to

POOR COPY

prevent withholding from the pensioner any part of his claim, and it would under that section have been lawful to charge his notary fee of fifty cents; and the subsequent statute, the one under which this pension is issued, prohibits a notary from charging that fifty cents, and requires that he shall perform that service for nothing; but if Mr. Humes did charge the fifty cents, the subsequent statute doesn't make that a criminal
351 offense; and if he charged the fifty cents and is, without more, otherwise guiltless about this matter, there is no offense. So that, did he withhold from Anderson all or any substantial part of that pension? If so, he is guilty, and you should convict him; and if not, or if you have a reasonable doubt, acquit him. Now, in addition to Mr. Humes' statement on that point, he supports himself by the witness Sanderlin, a colored man, who swears that he went with Anderson, a colored man, to the bank, identified him, and that he obtained the money on that check; that he knows Anderson as a soldier; was acquainted with him in the army. Now, if that is true, what Anderson said about it cannot be true, and if what Sanderlin says is true, if Mr. Humes had made the statement to Finley and Laughlin, which they say he did, it would not have been a true statement; so that there is, on that point, a hopeless conflict in the evidence—in its terms and its implications—and you have got that to deal with. Now, that is what Sanderlin says, and Mr. Humes, Junior, the half-brother of the defendant, upon that same
352 point states that he remembers cashing the check and paying the money to Anderson, and that it was done on the 8th of October instead of the 29th, and the time and method of payment is in conflict in that respect. Anderson and the witnesses and circumstances, so far as they corroborate Anderson, tend to show a payment on the 29th of October, whereas the books of the bank show that the check, whoever got it, was paid on the 8th of October. Now, did Humes get that check on the 8th of October and keep it until the 29th, and then pay the fifty dollars to Anderson, as Anderson states and as the corrob-ating testimony of Anderson shows, or was it paid on the 8th to Anderson or to Humes? Now, Young Humes, and by that I mean his half-brother for the present, says that he remembers the transaction; has a personal recollection of it, because it was a large amount paid to a darky and because he afterwards saw Anderson and remembered when he did see him, and recognized and now recognizes him as the
353 man to whom he actually paid the cash. That is the corroboration of Humes so far as the Anderson transaction is concerned. The Government's contention is that in fact Humes took that check there on the 8th of October himself and procured it to be cashed, and that the younger Humes has no recollection of it at all except such as he has, in the interest of his brother, actually led himself to believe since, and that on the 29th of October that he kept that money until that time and then paid Anderson fifty dollars, as Anderson says, and in respect to which he is corroborated by Finley and Laughlin and by the elder Finley, so far as the date when his cow was paid for is concerned. Now, you have got the con-

BLEED THROUGH

flict to deal with. What interest did Finley have and Laughlin have to testify to anything but what they understood to be the truth, and did they correctly understand it? You may look to the fact that Sanderlin was in the employ, to an extent, at least, of Humes, and that the younger Humes was his half brother, and to every other
354 fact and circumstance in the case that may enable you to decide that manifest conflict between the proof on the part of the Government and that on the part of the defendant, so far as the Anderson transaction is concerned. Among other things, you may consider, for what it is worth, the fact as the case comes before you that Mr. Humes, so far as it is developed, was doing or attempting to do this work for nothing but the notary's fee, as a question affecting his testimony. Then, on the part of Anderson, you may consider the fact whether Anderson knew, before he drew that pension, the approximate amount of it, and the fact that personally he made no complaint about it, and what would or what has been Anderson's motive for undertaking to claim that he only got $50.00 when he got all. These are all things for you to consider.

Another circumstance is, if Humes started out to swindle Anderson out of his pension you may consider the fact that, according to what Anderson says, out of a sum of $536.40 Humes took all of it except $50.00. It is not a case where he undertook to take
355 some of it—a small part of it—but took all of it except $50.00. If Humes withheld from Anderson his certificate of pension and the other evidence of the amount of his pension with the view to keep concealed the real amount from Anderson and his counsel or his friends, that would be a circumstance against Mr. Humes, if that was his purpose, if you believe that, and you may consider the fact if it be so that he withheld them as bearing on that. If, however, he offered the papers to Anderson as substantially he says, and Anderson simply declined to take the papers, why then there would be nothing improper in Mr. Humes putting the papers away. Now, I have undertaken, somewhat tediously, to direct your attention to this conflict over the Anderson transaction because the most proof in the case is in regard to that and the most extensive conflict is in regard to that, and the testimony on behalf of the Government, particularly in the corroboration by Finley and Laughlin,
356 makes the case against Humes in regard to the transaction stronger than it is in regard to the other, and if you should convict the defendant Humes on the Anderson transaction, it wouldn't necessarily follow that you would convict him on the third and seventh counts, in regard to the Bloodson and Haynes transactions. Nothing would follow one way nor the other about that, because the fact that a man is guilty of a crime in respect to one transaction is not a ground on which you could convict him on another. Each offense must stand on its own merits. Having thus called your attention to the testimony and attempted to sum it up and to state the conflict in regard to the Anderson claim, I pass for a moment, and only a moment, to the Bloodson transaction, because what has been said to you generally and in respect to the Anderson claim applies in a large way to the Bloodson claim. Now, Blood-

POOR COPY

son states that Humes paid him out of $567.20 just $50.00 also, and that is all that he ever got. Bloodson says that he got that on the 27th of December, after Christmas, what
357 Humes did pay him. Humes says that he endorsed and delivered the check to him. I should have said, in stating the evidence in conflict on the Anderson claim, that in addition to what Humes says, and Sanderlin, and the younger Humes says, that that colored man, Franklin, also says, as you will remember, that he saw Anderson leave the office in company with Sanderlin to go to the bank, with the check in his hand, and so that corroborates Mr. Humes' statement on that subject. You have, then, Anderson, with such corroboration as the two Finleys and Laughlin furnish, and Humes, with such corroboration as Franklin, Sanderlin, and Mr. Humes, his half brother, furnish, to deal with, together with the circumstances, as you may find it, about the time when that payment was made. Now, passing to Bloodson: Humes says, on the contrary, that he paid Bloodson the 24th of December, the day before Christmas—that is, that he endorsed the check and delivered it to him just as he did in the Anderson case, and that he told Sanderlin to go with him to the bank and show it to him; and
358 Sanderlin says he did so, and went to the door-step and nodded to the cashier, Mr. Humes, Junior, which was recognized as indicating that he knew him, and Mr. Humes says that he cashed the check; that he remembers it, and recognizes Bloodson on account of his peculiarly tall appearance and white hair and whiskers, and Franklin also says that Bloodson was there, and went off on that day, and Mr. Humes' son, in addition, says that he was at his father's office on the 24th day of December and saw Bloodson there, and saw him talking to his father, and says, practically, nothing beyond that. Well, of course, if Bloodson was there on the 24th day of December, as the son says, that corroborates what Humes says about that and what Sanderlin says about it, and would also corroborate what the half brother says about it, and Bloodson is corroborated in his statement by Mrs. Snyder and her daughter, who say that he spent the 24th at their house all day at work. Well, now, he couldn't have been there on the 24th all day at work and been here at the bank getting that money, and there is another conflict; and what has been said to you is applicable, in a general way, to that.

359 Then passing to the seventh count, which involves the Haynes transaction, Haynes says that the amount due Haynes was $232.40, and that out of that he gave him money, so that when he deposited $75.00 in the bank he had $41.00 left, and paid $1.00 of that on a debt that he owed, and carried home with him $40.00, which would make, I believe, $116.00, and would make exactly half the amount coming from him, except the odd cents. So that, as the case is testified to by these old colored men, Mr. Humes took all of Anderson's money except $50.00—took out of $536.40—and of Bloodson's $567.20 took all of that but $50.00, and took half of Haynes'. Now, of course, it is a minor matter, but in considering this testimony you take into account also the intelligence of the

BLEED THROUGH

witnesses and their reliability as a medium for correctly understanding and correctly communicating the facts known to such witness. You look to their manner on the stand before you, whether that is frank, open, free. The fact of a witness'*es* ignorance don't discredit the witness. It is a circumstance merely to determine
360 how far he is reliable and how far he understood the situation and could tell it. An ignorant man could be just as honest as an intelligent one, so far as he could understand the fact. Now, this pension law, under which the defendant is indicted, is a provision intended to protect. It is a new phase of the old problem in legislation of protecting the weak against the strong, and was designed, among other things, to protect ignorant pensioners against all impositions by men who undertake to be instrumental in the prosecution of their claim and then withhold from them what was due them and convert it to their use. You take this case now and consider all the testimony, both direct and circumstantial, and in doing so you are simply discharging the duty which the law has devolved upon you, most likely unwillingly. The Government has brought you here by the power of its process and has put you in the jury-box, exacting from you some of your time, which every citizen owes the Government, and you have been sworn to try the case according to the law and the facts, and when you enter upon the discharge of that duty you dis-
361 miss from your consideration anything like prejudice, sympathy, friendship, ill will, or any such thing whatever. You will earnestly and conscientiously try to find out what the truth is and declare it without respect to persons, position, or other consideration, and after you have done that, if you are satisfied of the defendant's guilt beyond a reasonable doubt, so that your judgment and conscience would rest easy on a conviction, why, then, convict, and if you are not so satisfied acquit him. Now you can take this case, and the court will be in session until five o'clock, and, knowing that some of the jurors desire to get away, if I knew you would be able to dispose of the case tonight, I would open court to see if you are agreed tonight; but the jury may retire now and report about five, after having considered for that length of time whether you have agreed or whether you think you can agree tonight if the court is open; but you should not be in such hurry that you do not give this case the attention its importance demands.

362 The defendant asked the following special instruction, which was refused:

Unless you find from the evidence that the defendant was the att'y, agent, or other person engaged in prosecuting the pension claims of Anderson, Haynes, & Bloodson, then the court instructs you to find for the defendant. I think I have given this instruction in the general charge, &, believing the charge on this point is sufficiently full, further instruction is declined.

CLARK, *J.*

To which action and ruling of the court in so refusing to give said special instruction the defendant then and there excepted.

H POOR COPY

Shortly after the jury had retired to consider of their verdict his honor the trial judge had them recalled and withdrew from their consideration the following portion of his charge, to wit:

"Among other things, you may consider for what it is worth the fact, as the case comes before you, that Mr. Humes, so far as it is developed, was doing or attempting to do this work for nothing but the notary's fee as a question affecting his testimony."

The jury returned a verdict of guilty as to the counts
363 charging wrongful withholding of the pension money of William Anderson and of Isaac Bloodson and found the defendant not guilty as to the charge of wrongful withholding the money of Joshua Haynes.

The defendant then moved for a new trial, and on this motion offered the affidavits of Lavinia Boyd, Calvin Reed, J. M. Marsh, G. H. Purcell, and L. W. Humes as follows:

Affidavit of Lavinia Boyd.

Filed Dec'r 16th, 1895.

Circuit Court of the United States, Western District of Tennessee.

UNITED STATES
vs.
L. W. HUMES. } No. 1982.

Q. What is your name?
A. Lavinia Boyd.
Q. Where do you live?
A. In the city of Memphis.
Q. What were you doing in 1894, towards the latter part of the year?
A. If it was cotton-picking time I was picking cotton.
Q. Before you went down to pick cotton what were you doing?
A. I was washing.
Q. Where did you pick cotton last year?
A. Major Ferguson's.
Q. In Arkansas?
A. Yes, sir.
Q. Did you go late in the season or early in the cotton-picking season?
A. I went early in the season.
Q. Do you know Mr. Lowry Humes?
A. Yes, sir.
364 Q. How long have you known him?
A. Ever since Mr. Deadrick took my papers to him.
Q. Are you a pensioner?
A. Yes, sir.
Q. When did you get your pension?
A. I got — in June.
Q. Last year who was looking after it for you?

BLEED THROUGH

A. Mr. Humes.

Q. Did you go to Mr. Humes' office at any time last year, in the early part of October?

A. Yes, sir.

Q. Why did you go there?

A. I went there to tell him I was going away and if he wanted me to tell him where I was at.

Q. Where were you going?

A. I was going to Maj. Ferguson's farm to pick cotton.

Q. Did you go to the farm?

A. Yes, sir.

Q. How long were you gone?

A. About two months.

Q. And that, you say, was in the early part of October?

A. Yes, sir.

Q. As you went to Mr. Humes' office to deliver that message or as you were coming away did you see the man they call William Anderson?

A. I seen that old man that they call William Anderson. I was going up the steps and that other one was standing down the steps, and he says, This man has got his check and he is going to
365 the bank to get his money. Mr. Sanderlin says, This old man has got his check, and I went on up by Mr. Anderson and I says, Are you married? and he mumbled out something, I don't know what it was and I didn't take enough notice to know what it was, but I noticed enough to know it was him.

Q. Did he have anything in his hand?

A. He had a white piece of paper, but what it was I don't know.

Q. Who was the man standing at the bottom of the steps?

A. Sanderlin.

Q. You know Sanderlin very well, do you?

A. Yes, sir.

Q. Have you seen Anderson since that day?

A. Yes, sir.

Q. He is the same man that you saw on the steps?

A. Yes, sir; he ain't acquainted with me and I ain't acquainted with him, but I just knowed him by his mouth and head. He was an ugly old man.

Q. What caused you to ask if he was a married man?

A. I was just going up the steps and asked him that because I didn't have nothing else to ask him.

Q. You are quite sure that you saw Sanderlin there at the foot of the steps?

A. Yes, sir; I seen him.

366 Q. You were going up and Anderson was coming down with a piece of paper in his hand?

A. Yes, sir; but what it was I couldn't tell you. I didn't notice it that much. I wasn't interested in it.

Q. You can't read and write, can you?

A. No, sir; I can't read and write.

Q. What was it that the man at the foot of the steps said?

POOR COPY

A. He said, Here is an old man that has got his check and going to the bank to get his money. He didn't call his name; he said "old man," and I went on up the steps and got close to him and asked him, Are you married? and he said something, but I don't know what. I didn't pay any attention because he was a stranger, and I went on. I didn't know him.

Q. How long were you in Mr. Humes' office?

A. I reckon about 10 or 15 minutes.

Q. Did you notice whether Anderson continued on the way down to the bottom of the steps or not?

A. Yes, sir; I went on and he was going on down the bottom of the steps.

Q. Did he stop there or go on?

A. I don't know, sir, whether he stopped or not.

Q. They were there at the bottom of the steps together the last you saw them?

367 A. Yes, sir.

Q. Where do you live?

A. 32 De Soto street.

Q. What do you do all the time?

A. I wash and iron when I can get it, and I cook all the time; but I have got no regular place now. I was going to Raleigh to cook, but I didn't get the place.

her
LAVINIA x BOYD.
mark.

Witness:
S. A. PERSON.

Sworn to and subscribed to (by witness making her mark) before me this 16th day of December, 1895.

R. G. BROWN,
Notary Public.

Circuit Court of the United States, Western District of Tennessee.

UNITED STATES
vs.
L. W. HUMES. } No. 1982.

Affidavit of Calvin Reed.

Filed Dec'r 17, 1895.

Q. What is your name?
A. Calvin Reed.
Q. Where do you live?
A. 670 Orleans street, city of Memphis.
Q. How long have you been a citizen of Memphis?
A. About forty years or more.
Q. What is your business?
A. I am a plasterer by trade.

BLEED THROUGH

Q. Are you acquainted with the defendant, L. W. Humes?

A. Yes, sir.

368 Q. How long have you known him?

A. Eighteen or twenty years, I reckon.

Q. Are you a pensioner?

A. Well, I have a claim against the Government, but I have never drawed any.

Q. Your pension has not been issued?

A. No, sir.

Q. Do you know Isaac Bloodson?

A. No, sir; I really don't know him.

Q. Do you know him by sight?

A. Yes, sir.

Q. Do you remember to have seen him in the city of Memphis last December, the day before Christmas, at or near the Mechanics' savings bank, corner of Main and Madison streets.

A. I remember meeting a man there at the bank of his description about that time.

Q. Describe the man.

A. Well, he is a very aged man, tall, white hair and whiskers.

Q. Have you seen him since?

A. Yes, sir; I saw him at the custom-house.

Q. And you have understood since that his name is Isaac Bloodson?

A. Yes, sir.

Q. Who was with him when you saw him at the bank at the time stated?

A. Cornelius Sanderlin.

Q. What did Bloodson seem to be doing?

369 A. He seemed to have a check in his hand, and going in the bank, and I called Sanderlin's attention. I wanted to see him on the matter of the old soldiers preparing to organize an army post.

Q. That was Sanderlin you talked with?

A. Yes, sir; and he then—he told me to wait a moment, and he walked up the steps with this old gentleman, and I noticed him bow his head to the parties inside. I didn't know what was his object, and me and him stood there and talked, and the man came out with the money—I don't know how much he had—and gave Sanderlin a piece of money, and I don't know how much.

Q. Was the man that had the money and went in with the check quite a tall man?

A. Yes, sir.

Q. State whether or not he is a man when you once see him if you see him again you would be likely to remember him from his appearance.

A. I remembered him.

Q. Do I understand you to say you have seen him since?

A. Yes, sir; I have seen him, and his name was told to me as being Isaac Bloodson.

Q. Where did you see him?

H POOR COPY

A. Custom-house, *Q* and the man that was called Isaac
370 Bloodson there—affiant—is the same man that I remembered seeing going in the bank with the check.

Q. When was it that you saw him at the custom-house?

A. Last week and week before last, too.

CALVIN REED.

Subscribed and sworn to before me this 17th day of December, 1895.

C. D. M. GREER,
[L. S.] *Notary Public.*

Circuit Court of the United States, Western District of Tennessee.

UNITED STATES
vs.
L. W. HUMES. } No. 1982.

Affidavit of J. M. Marsh.

Filed Dec'r 18th, 1895.

Q. What is your name?

A. J. M. Marsh.

Q. What is your business?

A. Candy manufacturer.

Q. Where do you do business principally?

A. Corner of Court and Main streets, southwest corner.

Q. And how long have you been in business at that place?

A. About five years.

Q. Do you know Lowry W. Humes?

A. I know him by sight. I never spoke to him in my life.

Q. Do you know where his office is now?

A. No; I don't.

Q. Do you know where it was in October, 1894?

A. About 15 Court street.

371 Q. How far is that from the place where you do business?

A. About fifty or sixty yards.

Q. Do you know a negro man by the name of Sanderlin, who works for Mr. Humes?

A. I don't know him by name. I know the big, fat negro that works for Mr. Humes, by sight.

Q. How long have you known him by sight?

A. Ever since he has been up there at Mr. Humes' office.

Q. How long have you known Mr. Humes by sight?

A. I have known him, I reckon, for twenty years, by sight.

Q. In going from Mr. Humes' office, where it was in October, 1894, to the Mechanics savings' bank, corner of Main and Madison streets, one would pass by your wagon?

A. Yes, sir.

Q. In October, 1894, did you see Sanderlin pass by your wagon

BLEED THROUGH

with another negro, and, if so, tell what, if anything, was said either by Sanderlin, or by yourself, or both of you, as they were passing?

A. I don't know the exact time, but I think it was about that time I saw Sanderlin with another negro pass by my wagon, and as he passed he remarked, I am going to take this old man
372 up to the bank and get him a pile of money that big (affiant motioning with his hands).

Q. Did you see the old man that he had reference to?

A. Yes, sir; but it has been so long ago that I don't know hardly whether I would know him now or not.

Q. What is your best recollection of his appearance?

A. Well, he was an old man and tolerably black.

Q. Do you remember whether either of them had a paper in his hand? and, if so, tell what it looked like, and which one had it, if you remember.

A. I know that one of them had a piece of paper in his hand, but I don't recollect which one.

Q. What did — appear to be?

A. It looked like it might be a check.

Q. Did you see Sanderlin at any time on the same day, after that?

A. Yes, sir.

Q. How long afterwards?

A. Only a few minutes.

Q. What did he say to you then, if anything?

A. He was on his way to Humes' office, and as he passed he said, That old man got $500.00.

Q. And you say you have never spoken to the defendant, Humes.

A. No, sir: I never spoke to him in my life. I have known
373 him nearly all my life, but never spoke to him.

Q. You are a white man, are you?

A. Yes, sir.

J. M. MARSH.

Subscribed and sworn to before me this December 18, 1895.

[L. S.] C. D. M. GREER,
Notary Public.

Circuit Court of the United States, Western District of Tennessee.

UNITED STATES,
vs.
L. W. HUMES, } No. 1982.

Affidavit of G. H. Purcell, Taken in the City of Memphis on the 23d Day of December, 1895.

Filed Dec'r 28, 1895.

Q. What is your name?

A. G. H. Purcell.

Q. Where do you reside, and what is your business?

POOR COPY

A. I reside in Birmingham and I am a postal clerk.

Q. What caused you to come to Memphis at this time?

A. I came at the request of Mr. Humes and his lawyer, Mr. Weakley, at Birmingham.

Q. Did you ever occupy Mr. Humes' office, or a part of his office, on West Court street; and, if so, at what time, or about what time?

A. I used the typewriter over there in his office between the 5th and 25th of October, 1894.

374 Q. Had you been in the habit of going to his office prior to that time?

A. I don't recollect going over there before about the 5th of October.

Q. After you carried your typewriter over, did you remain continuously in the office for any time; and, if so, for how long?

A. Well, it was Mr. Humes' typewriter. I stayed in the office continuously for about eight days.

Q. After that, were you in the office, back and forth, from time to time?

A. I believe I went back once or twice.

Q. Prior to that time, as I understand, you were in the office, back and forth, from about the 5th of October?

A. Yes, sir.

Q. State whether or not you were called upon to witness signatures or marks of persons having checks for pension money?

A. I was called upon to witness marks. I don't know about checks for pension money.

Q. Have you recently looked at a check for $536.40, or about that sum, dated at Knoxville, October 3d, 1894, payable to the order of William Anderson, upon which a mark is made, with the words "William Anderson, his mark," written in connection with it, and on which, as a witness, the name of G. H. Purcell is written?

A. Yes, sir.

375 Q. When did you look at it?

A. On today, December 23d, 1895.

Q. Whose attesting signature is that of G. H. Purcell written on said check?

A. It was my own.

Q. Who wrote it?

A. I did.

Q. Did you write anything else in connection with it?

A. 98 Robeson street.

Q. Do you know why you came to write 98 Robeson street, Memphis?

A. I believe the note on the check says address in full.

Q. What do you mean by the note on the check—the memorandum on the back of it or on the face of it?

A. On the back of it.

Q. Do you have any recollection of the person who made that mark?

A. None whatever.

BLEED THROUGH

Q. Would you have witnessed it unless the person had been present who made the mark?

A. No, sir.

Q. Can you remember now who called on you to act as a witness?

A. No, sir; I do not.

Q. Who else witnessed it beside you?

A. Mr. L. W. Humes, as his name appears on the back. I don't recollect it.

Q. You were then aware of the purpose for which you put your name there, were you not?

A. I guess so, as a witness.

376 Q. Can you recollect any of the circumstances, more than those you have stated, connected with the transaction.

A. No, sir.

Q. Do you remember an old negro man, fleshy, by the name of Sanderlin, who was about the office of Mr. Humes?

A. Yes, sir; I remember him.

Q. Do you remember whether or not he went with persons having checks, or started with persons having checks, to the bank to get them cashed?

A. I believe I saw him go out once or twice for that—once, I believe.

Q. Were the persons he went out with white or colored?

A. It seems to me that I faintly remember Sanderlin going out of the office with a negro once, to have a check cashed.

Q. Have you had occasion to recall the fact of your attestation of the mark on the check described in one of the foregoing questions until within the last three or four days?

WITNESS: You mean had I thought over it?

Q. Yes.

A. I have tried to recollect it within the last three or four days.

Q. But prior to that there was nothing to cause you to think about it or try to recall it since it occurred?

377 A. Nothing at all.

Q. Is there any fact or circumstance that would — you doubt that some person made the mark and represented himself as William Anderson, which you attested?

A. Nothing within my knowledge to cause me to doubt it.

Q. Do you know anything else in connection with the matter than what you have stated?

A. No, sir.

Q. Do you remember to have seen a yellow boy about the office of Mr. Humes when you were there?

A. Yes, sir; W. G. Franklin.

G. H. PURCELL.

Witness to signature of Purcell:

S. A. PERSON.

J. P. RIDGWAY.

POOR COPY

STATE OF TENNESSEE, }
Shelby County. }

Personally appeared before me, S. L. Finley, a notary public of the county and State aforesaid, S. A. Person and J. P. Ridgway, the subscribing witnesses to the foregoing affidavit, who, being first sworn, deposed and said that they are acquainted with
378 G. H. Purcell, the affiant, and that he acknowledged the same in their presence to be his act and signature upon the day it bears date.

Witness my hand this the 28th day of Dec'r, 1895.

[L. S.] G. L. FINLEY,
Notary Public.

Circuit Court of the United States, Western District of Tennessee.

UNITED STATES }
vs. } No. 1982.
L. W. HUMES. }

Affidavit of L. W. Humes.

Filed Dec'r 28th, 1895.

The defendant makes oath that he used due diligence to have the testimony of G. H. Purcell on the trial of this case. He wrote and telegraphed to points where he believed said Purcell could be found, but was not successful in ascertaining his whereabouts until after the trial and after the argument on the motion for a new trial. He learned by letter from Purcell's father that he had recently obtained employment as a postal clerk on the line of cars running from Greenville by Birmingham to Atlanta, Georgia. He employed counsel in Greenville and also in Birmingham, and suc-
379 ceeded in reaching him at Birmingham through the well-known firm of attorneys, Cabaniss & Weakley, and through Mr. Weakley succeeded in obtaining from his employer two days' absence in which to visit the city of Memphis and give his affidavit, which was completed at about 11.30 o'clock on the night of Dec. 23d, 1895, when said Purcell left to resume his employment, by the five-o'clock train, on the morning of the 24th of December. Affiant was not able, at that late hour of the night, to procure a notary public or justice of peace to qualify said Purcell to his affidavit, but the same was witnessed by the stenographer, Solon Person, and J. R. Ridgway, an employee in the Continental Bank building, where said affidavit was prepared. The same was typewritten and signed at 11.30 o'clock on the night of the 23d of December, as already stated, and is enclosed herewith. Purcell is the very person
380 who was one of the witnesses on the check of William Anderson for $536.40.

The affidavit of J. M. Marsh was offered on the motion for a new trial. I have no personal acquaintance with said Marsh, and was not aware of the fact that he knew anything that would be compe-

BLEED THROUGH

tent and favorable to me on the trial of my case prior to the trial and until within a few hours before the argument on the motion for a new trial.

I pray that I may be allowed the benefit of these affidavits on consideration of the motion for a new trial.

L. W. HUMES.

Subscribed and sworn to before me this the 28th day of December, 1895.

WALTER MALONE,
Notary Public.

[L. S.]

It is agreed that as to the affidavit- of Lavinia Boyd and Calvin Reed they were under subpœna by defendant and present during the progress of the trial.

The grounds assigned for a new trial were the following:

Circuit Court of the United States, Western District of Tennessee.

UNITED STATES
vs.
L. W. HUMES. } No. 1982.

Statement of Grounds for a New Trial.

Filed Dec'r 28, 1895.

I.

381 Error in failing to instruct that if the jury believed from the evidence the check was not paid to William Anderson on the 8th of October, but to some other negro, that this would not justify a conviction of the defendant unless the evidence satisfied the jury beyond a reasonable doubt that the money, either directly or indirectly, through the hands of such other negro, reached the defendant, who wrongfully withheld $486.40 thereof, paying to William Anderson, on the 29th of October, 1894, or at some other day after the 8th of October, 1894, only $50.00, and wrongfully withholding the entire balance. The defendant was entitled to such instruction, applying the law to this particular and important aspect of the case, and especially so in view of the ground assigned as error under the III head.

II.

It is respectfully submitted that his honor erred in taking from the jury all consideration of the evidence tending to show whether or not the defendant was the attorney, agent, or a person
382 instrumental in procuring the pension money alleged to have been withheld by the defendant. This question should have been submitted to the jury upon the evidence in the case; and, touching the same, the jury should have been instructed that they must find the fact to be, from the evidence, beyond a reasonable doubt, that the defendant was attorney, agent, or instrumental in

H POOR COPY

procuring said pension money, and if the evidence failed so to satisfy them that then their inquiry should end and they should return a verdict for the defendant.

III.

The following portion of the charge contains error: "The Government's contention is that, in fact, Humes took that check there on the 8th of October, himself, and procured it to be cashed, and that the younger Humes has no recollection of it at all except such as he has, in the interest of his brother, actually led himself to believe since, and that on the 29th of October that he kept that money till that time, and then paid Anderson $50.00, as Anderson
383 says, and in respect to which he is corroborated by Finley and Laughlin and by the elder Finley, so far as the date his cow was paid for is concerned." The tendency of this instruction, it is submitted, was to produce the impression on the minds of the jury that there was some evidence in the case showing that the defendant took the check, in person, to the bank on the 8th day of October, 1894, and on that day received from the cashier the amount of the check. In support of this view there is not a particle of evidence. Mr. Humes did not go in person to the bank. The check was paid to Anderson, or some other negro. This under the proof is beyond doubt.

IV.

It is respectfully submitted that the defendant's case may have been prejudiced by the following instruction: "Among other things you may consider for what it is worth the fact, as the case comes to you, that Mr. Humes, so far as it is developed, was doing or attempting to do this work for nothing but the notary's fee, as a question affecting his testimony." It is true that after the jury had
384 been considering of their verdict for some time his honor withdrew this instruction, and that his purpose was to do so in such way as would leave no effect whatever upon the minds of the jury. This is always difficult, but almost impossible in this case, where the charge is, in substance, the fraudulent withholding of the money of the pensioner, and the circumstance referred to tends to disparage the business and stain the reputation of the defendant.

The tendency was to lower and depreciate. Withdrawing, no matter how fully done, it is submitted, could not remove the effect already produced.

V.

The tendency of the following instruction, it is submitted, was to prejudice the cause of the defendant: "Now I have undertaken, somewhat tediously, to direct your attention to this conflict over the Anderson transaction, because most of the proof in the case is in regard to that, and the most extensive conflict is in regard to that, and the testimony on behalf of the Government, particularly in the

BLEED THROU

corroboration by Finley and Laughlin, makes the case against
385 Humes, in regard to that transaction, stronger than it is in regard to the other." It is this particular part of the instruction which was calculated to give undue prominence to the testimony of Finley and Laughlin, viz: "And the testimony on behalf of the Government, particularly in the corroboration by Finley and Laughlin, makes the case against Humes in regard to that transaction stronger than it is in regard to the other."

VI.

It is respectfully submitted that his honor may have misled, and probably did mislead, the jury in the emphasis which he laid upon the testimony of Finley and Laughlin, and in what he said in regard thereto, and which was repeated there several times.

This, taken in connection with what was said in regard to the same testimony at the close of his honor's review of the testimony, tended to give the testimony of Finley and Laughlin undue prominence.

VII.

In calling attention to the circumstances that might lessen the credit to be given to the witnesses of the defendant, it is submitted that a similar instruction would have been given in regard to
386 the testimony of Laughlin and Finley, but instead of doing so his honor instructed in regard to them as follows: "Now, you have got that conflict to deal with. What interest did Finley and Laughlin have to testify to anything but what they understood to be the truth, and did they correctly understand it?" It is submitted that, inasmuch as relationship and employment are mentioned as circumstances tending to weaken the testimony of defendant's witnesses, the jury should have been instructed that if Laughlin was the counsel of Anderson, and Finley his landlord and self-constituted protector, undertaking to look after his interests, that this would be a circumstance which might be looked to in weighing their evidence, and especially as, immediately after what his honor says in respect to Finley and Laughlin, the jury are told that they may look to the fact that Sanderlin was in the employ, to an extent, at least, of Humes.

VIII.

The tendency of the following, which was repeated in the instruction in regard to Bloodson, whether so intended or not, probably injured the defendant's case in the estimation of the jury, viz:

387 "Another circumstance is, if Humes started out to swindle Anderson out of his pension, you may consider the fact that, according to what Anderson says, out of $536.40 Humes took all of it except $50.00. It is not a case where he undertook to take some of it—a small part—but he took all of it except $50.00."

GH POOR COPY

IX.

The following portion of the charge contains error, viz: "Now, of course, it is a minor matter, but in considering this testimony you can take into account also the intelligence of the witnesses and their reliability as a medium for correctly understanding and correctly communicating facts so known to such witness-." The error consists in stating that the intelligence of the witnesses and their reliability is a minor matter.

X.

It is nowhere mentioned in the charge that the bank book, with the entry made of the date of the payment of the check, if free from all suspicion, would be very strong evidence tending to show that the check was actually paid on the 8th of October, 1894.

388 It is submitted that this important documentary evidence should have been called to the attention of the jury, with proper instructions in regard thereto.

XI.

Throughout the charge his honor refers to the serious conflict of evidence, and in one part of the charge refers to the conflict in the most vital part of the contention as hopeless. Such a state of the evidence, it is submitted, should have worked the acquittal of the defendant, assuming the view taken by his honor in his charge to the jury to be correct, and the jury erred, therefore, in not acquitting.

XII.

The verdict of the jury is against the weight of the evidence:

1. The evidence preponderates in favor of the accused.

2. If this be not so it is not sufficient to overcome the presumption of innocence and establish the guilt of the defendant beyond a reasonable doubt.

GANTT — GREER,
Atto's for Defendant.

The motion for a new trial was argued and considered by his honor the trial judge, who overruled the same. To the action

389 of the court in overruling his motion for a new trial the defendant excepted and tendered this his bill of exceptions, which is signed, sealed, and made a part of the record, the same having been prepared in the presence of counsel for the Government and of counsel for the defendant.

January 6, 1896.

C. D. CLARK, *Judge.*

BLEED THROU

390 UNITED STATES OF AMERICA,
Western Division of the Western District of Tennessee.

In the Circuit Court of the United States within and for the Western Division of the Western District of Tennessee, in the Sixth Judicial Circuit Thereof.

Proceedings had in said court at a regular term thereof begun and held for its November term, A. D. 1895, at the United States court-house, in the city of Memphis, in said district, on, to wit, the 6th day of January, A. D. 1896, in the following cause, to wit:

THE UNITED STATES, Plaintiff,
vs.
LOWRY W. HUMES, Defendant. } No. 1982.

This day came again the district attorney, on behalf of the United States, and the said defendant in his own proper person, accompanied by his attorneys, and asks leave of the court to file herein the defendant's petition for a writ of error to the Supreme Court of the United States, at Washington, in the District of Columbia, to review the judgment entered herein against him, which leave is hereby granted, and said petition accordingly is now filed and such writ of error is hereby granted and allowed, the said defendant having filed
391 with said petition his assignment of errors, as required by law; and for satisfactory reasons to the court appearing, upon motion of said defendant and for good cause shown, the time for docketing this case in said Supreme Court and filing the record thereof with the clerk of said court is hereby enlarged and extended to the first Monday in March next.

392 *Petition for Writ of Error.*

Filed January 6, 1896.

Circuit Court of the United States, Western District of Tennessee.

THE UNITED STATES
vs.
LOWRY W. HUMES. } No. 1982.

To the hon. the judges of said circuit court of the United States, sitting at Memphis:

Your petitioner, Lowry W. Humes, respectfully shows to the court that on this sixth day of January, 1896, in said case, by the judgment and consideration of said court, he was sentenced to two years, hard labor in the Ohio penitentiary, at Columbus, Ohio, and fined the sum of five hundred dollars, and adjudged to pay the costs of said case, and your petitioner now prays for a writ of error to the Supreme Court of the United States, now sitting at Washington, in the District of Columbia, to review the judgment aforesaid so entered against him; and your petitioner will ever pray.

GEORGE GANTT,
JAMES M. GREER,
Attorneys for Petitioner.

GH POOR COPY

393 *Assignment of Errors.*

Filed January 6th, 1896.

Circuit Court of the United States, Western District of Tennessee.

UNITED STATES
vs.
L. W. HUMES. } No. 1982.

The defendant assigns the following as error in the court's action on the trial of the above cause and in overruling the motion for new trial:

I.

Error in failing to instruct that if the jury believed from the evidence the check was not paid to William Anderson on the 8th of October, but to some other negro, that this would not justify a conviction of the defendant unless the evidence satisfied the jury beyond a reasonable doubt that the money, either directly or indirectly, through the hands of such other negro, reached the defendant, who wrongfully withheld $486.40 thereof, paying to William Anderson, on the 29th of October, 1894, or at some other day after the 8th of October, 1894, only $50.00, and wrongfully withholding the entire balance. The defendant was entitled to such instruction,
394 applying the law to this particular and important aspect of the case, and especially so in view of the ground assigned as error under the III head.

II.

It is respectfully submitted that the court erred in giving the following language in charge to the jury: "And in respect to that it appears from the statute, as you have observed, that it is necessary, in order to make the case against the defendant, (first) that he must have been the agent or attorney of the pensioner, or he must have been instrumental in the prosecution of the pension claim before he falls within the category of the persons who are subject to the provisions of the statute, and (secondly) he must withhold from the pensioner all or a part of what is due the pensioner claimant. So that two propositions are necessary to be established: that def't was an agent or instrumental in the prosecution of the claim, and, secondly, that he withheld from the pensioner money that belonged to the pensioner—some part of the pension that was allowed.
Now, desiring to get the jury down to the real issue in this
395 case as it comes to you, leaving the jury free to find for itself, the court is of opinion that, considered in reference to either the Government's proof or the defendant's, and with reference to the written evidence or the oral, that the defendant was instrumental in the prosecution of these claims in such sense as that if he withheld the money he would be within the provision of the

BLEED THROU

statute and guilty. That brings you to the fact, then, of whether or not he did withhold these pension claims." This was error, because it took from the jury all consideration of the evidence tending to show that the defendant was neither the attorney, agent, or person instrumental in procuring or prosecuting the pension claim of either Anderson or Bloodson. This being a question of fact, as to whether the defendant was or was not such agent, attorney, or person procuring said pension money, it was the province of the jury and their duty to determine such fact for themselves
396 from the evidence, and the court could not instruct them upon this as a matter of law.

III.

It is further assigned as error that the court refused to give the special instruction asked by the defendant in the following words and figures: Unless you find from the evidence that the defendant was the att'y, agent, or other person engaged in prosecuting the pension claims of Anderson, Haynes, and Bloodson, then the court instructs you to find for the defendant.

We respectfully submit that this was error, because in such special instruction the jury are required to find what was the fact as to defendant's connection with the procuring or prosecution of Anderson's or Bloodson's claim for pension money.

IV.

397 The following portion of the charge contains error: "The Government's contention is that in fact Humes took that check there on the 8th of October himself and procured it to be cashed, and that the younger Humes has no recollection of it at all, except such as he has, in the interest of his brother, actually led himself to believe since, and that on the 29th of October that he kept that money till that time and then paid Anderson $50.00, Anderson says, and in respect to which he is corroborated by Finley and Laughlin and by the elder Finley, so far as the date his cow was paid for is concerned."

The tendency of this instruction, it is submitted, was to produce the impression on the minds of the jury that there was some evidence in the case showing that the defendant took the check in person to the bank on the 8th day of October, 1894, and on that day received from the cashier the amount of the check. In support of this view there is not a particle of evidence. Mr. Humes
398 did not go in person to the bank. The check was paid to Anderson or some other negro. This, under the proof, is beyond doubt.

V.

It is respectfully submitted that the defendant's case may have been prejudiced by the following instruction: "Among other things, you may consider for what it is worth the fact, as the case comes to you, that Mr. Humes, so far as it is developed, was doing or attempt-

UGH POOR COPY

ing to do this work for nothing but the notary's fee, as a question affecting his testimony." It is true that after the jury had been considering of their verdict for some time his honor withdrew this instruction, and his purpose was to do so in such way as would leave no effect whatever upon the minds of the jury. This is always difficult, but almost impossible in this case, where the charge is in substance the fraudulent withholding of the money of the pensioner, and the circumstances referred to tends to disparage the business and stain the reputation of the defendant. The tendency was to lower and depreciate. Withdrawing, no matter how
399 fully done, it is submitted, could not remove the effect already produced.

VI.

The tendency of the following instruction, it is submitted, was to prejudice the cause of the defendant: "Now, I have undertaken, somewhat tediously, to direct your attention to this conflict over the Anderson transaction, because most of the proof in the case is in regard to that, and the most extensive conflict is in regard to that, and the testimony on behalf of the Government, particularly in the corroboration of Finley and Laughlin, makes the case against Humes in regard to that transaction stronger than it is in regard to the other." In this particular part of the instruction which was calculated to give undue prominence to the testimony of Finley and Laughlin, viz: "And the testimony on behalf of the Government, particularly in the corroboration by Finley and Laughlin, makes the case against Humes in regard to that transaction stronger
400 than it is in regard to the other."

VII.

It is respectfully submitted that his honor may have misled and probably did mislead the jury in the emphasis which he laid upon the testimony of Finley and Laughlin and in what he said in regard thereto, and which was repeated three several times. This, taken in connection with what was said in regard to the same testimony at the close of his honor's review of the testimony, tended to give the testimony of Finley and Laughlin undue prominence.

VIII.

In calling attention to the circumstances that might lessen the credit to be given to the witnesses of the defendant, it is submitted that a similar instruction should have been given in regard to the testimony of Laughlin and Finley, but, instead of doing so, his honor instructed in regard to them as follows: "Now, you have got that conflict to deal with. What interest did Finley and Laughlin have to testify anything but what they understood to be the
401 truth, and did they correctly understand it?" It is submitted that, inasmuch as relationship and employment are mentioned as circumstances tending to weaken the testimony of defendant's witnesses, the jury should have been instructed that if

Laughlin was the counsel of Anderson, and Finley his landlord and self-constituted protector, undertaking to look after his interests, that this would be a circumstance which might be looked to in weighing their evidence, and especially as, immediately after what his honor says in respect to Finley and Laughlin, the jury are told that they may look to the fact that Sanderlin was in the employ, to an extent, at least, of Humes.

402 IX.

The tendency of the following, which was repeated in the instruction in regard to Bloodson, whether so intended or not, probably injured the defendant's case in the estimation of the jury, viz: "Another circumstance is if Humes started out to swindle Anderson out of his pension you may consider the fact that, according to what Anderson says, out of $536.40 Humes took all of it except $50.00. It is not a case where he undertook to take some of it—a small part—but he took all of it except $50.00."

X.

The following portion of the charge contains error, viz: "Now, of course, it is a minor matter, but in considering this testimony you can take into account also the intelligence of the witnesses and their reliability as a medium for correctly understanding and correctly communicating facts so known to such witness." The error consists in stating that the intelligence of the witnesses and their reliability is a minor matter.

403 XI.

It is nowhere mentioned in the charge that the bank book, with the entry made of the date of the payment of the check, if free from all suspicion, would be very strong evidence tending to show that the check was actually paid on the 8th of October, 1894. It is submitted that this important documentary evidence should have been called to the attention of the jury, with proper instructions in regard thereto.

XII.

Throughout his charge his honor refers to the serious conflict of evidence, and in one part of the charge refers to the conflict in the most vital part of the contention as hopeless. Such a state of the evidence, it is submitted, should have worked the acquittal of the defendant, assuming the view taken by his honor in his charge to the jury to be correct, and the jury erred, therefore, in not acquitting.

XIII.

The verdict of the jury is against the weight of the evidence:
1. The evidence preponderates in favor of the accused.

404 2. If this be not so, it is not sufficient to overcome the presumption of innocence and establish the guilt of the defendant beyond a reasonable doubt.

GANTT — GREER,
Atto's for Defendant.

405 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States in and for the western district of Tennessee, Greeting:

Because in the record and proceedings, as also in the rendition of a judgment of a plea which is in the said circuit court, before you, between The United States of America, plaintiff, and Lowry W. Humes, defendant, a manifest error hath happened, to the great damage of the said Lowrey W. Humes, as by — complaint appears, we, being willing that the error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the fifth day of February, 1896, in the said Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the Hon. M. W. Fuller, Chief Justice of the Supreme Court of the United States, and the seal of said circuit court, at Memphis, this sixth day of January, A. D. 1896, and 120th year of American Independence.

(Seal Circuit Court of the United States)
(for the Western District of Tennessee.)

JOHN B. CLOUGH, *Clerk.*
—— ——, *D. C.*

[Endorsed:] No. 1982. Circuit court of the United States, western district of Tennessee. The United States *vs.* Lowry W. Humes. Writ of error. Issued the 6th day of January, A. D. 1896. John B. Clough, clerk.

Acknowledgement of Service.

At Memphis, Tennessee, on this January 6th, 1896, I hereby accept due service of the within writ for the United States.

CHAS. B. SIMONTON,
United States Attorney.

406 UNITED STATES OF AMERICA:

To the United States of America, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the fifth day in February, 1896, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the circuit and western division of the western district of Tennessee, wherein Lowry W. Humes is plaintiff and you are defendant in error, to show cause, if there be any, why the judgment in the said writ of error mentioned should not be corrected and speedy justice done to the parties in that behalf.

Witness the Honorable C. D. Clark, judge of the district courts of the United States for the eastern & middle districts of Tennessee, sitting by designation in the circuit court of the United States for the western division of the western district of Tennessee, this January 6th, A. D. 1896.

C. D. CLARK, *Judge.*

[Endorsed:] No. 1982. Circuit court of the United States, western district of Tennessee. The United States *vs.* Lowrey W. Humes. Citation. Filed the 6th day of January, A. D. 1896. John B. Clough, clerk.

Acknowledgment of Service.

MEMPHIS, TENNESSEE, *January* 6, 1896.

As district attorney of the United States for the western district of Tennessee I do hereby acknowledge due service of the within citation.

CHAS. B. SIMONTON,
United States Attorney.

407 UNITED STATES OF AMERICA,
Western Division of the Western District of Tennessee.

In the Circuit Court of the United States within and for the Western Division of the Western District of Tennessee, in the Sixth Judicial Circuit Thereof.

Proceedings had in said court at a regular term thereof begun and held for its November term, A. D. 1895, at the United States court-house, in the city of Memphis, in said district, on, to wit, the 6th day of January, A. D. 1896, in the following cause, to wit:

THE UNITED STATES, Plaintiff,
vs.
LOWRY W. HUMES, Defendant. } No. 1982.

Come again the district attorney, on behalf of the United States, and the said defendant in his own proper person, accompanied by his attorneys, and the said writ of error having been duly issued

and service thereof acknowledged by the district attorney, and the citation in such behalf having been duly issued as required by law, and service thereof acknowledged by the district attorney, the said defendant, by his attorneys, moves the court to grant a supersedeas and stay of execution pending the writ of error herein; which
408 motion, for satisfactory reasons to the court appearing, is hereby granted and such supersedeas and stay of execution is hereby allowed; and thereupon the said defendant, by his attorneys, now further moves the court to admit the said defendant to bail pending the said writ of error in such amount as may be fixed by the court in such behalf; which motion, for satisfactory reasons to the court appearing, is hereby granted, and the said defendant will be admitted to bail in the penal sum of four thousand dollars with approved sureties, his bond in such behalf being now tendered and duly approved and filed, as required by law and the practice of the court.

409 *Bond.*

Filed January 6, 1896.

Circuit Court of the United States, Western District of Tennessee.

THE UNITED STATES
vs.
LOWRY W. HUMES. } No. 1982.

Know all men by these presents that we, Lowry W. Humes, as principal, and L. B. McFarland and Milton Humes, as sureties, are held and bound unto the United States in the full sum of four thousand dollars; for the payment whereof, well and truly to be made to the United States, we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Signed with our names and sealed with our seals this sixth day of January, 1896.

Whereas lately, at the November term, 1895, of the circuit court of the United States for the western division of the western district of Tennessee, in a suit depending by indictment in said court between The United States, plaintiff, and said Lowry W. Humes, defendant, the said Lowry W. Humes, defendant, was convicted and sentenced and adjudged to the Ohio penitentiary, at Columbus, Ohio, for the term of two years and to pay a fine of $500.00 and costs of suit; and whereas he has sued out from the said
410 judgment and proceedings a writ of error to the Supreme Court of the United States and caused a citation to be issued and served; and whereas the said Humes, defendant, is by order of said circuit court allowed to give bail in the sum of four thousand dollars: Therefore if the said Humes, defendant, shall prosecute his writ of error with due diligence and perfect the same and secure a reversal of said conviction and judgment, or if, failing in this behalf, he shall render himself in execution and perform said judg-

ment of conviction and sentence, this bond shall be void; otherwise shall remain in full force and effect.

LOWRY W. HUMES,
L. B. McFARLAND,
MILTON HUMES,
By JOHN H. SHEFFEY,
Attorney-in fact, with Power Annexed.

The within and foregoing bond taken and approved this 6th day of January, 1896.

C. D. CLARK,
U. S. District Judge.

411 *Power of Attorney.*

Filed January 6th, 1896.

Circuit Court of the United States, Western District of Tennessee.

THE UNITED STATES
vs.
LOWRY W. HUMES. } No. 1982.

STATE OF ALABAMA, }
Madison County. }

Know all men by these presents that I, Milton Humes, of the city of Huntsville, in said county and State, do hereby constitute and appoint John H. Sheffey my true and lawful attorney-in-fact, for me and in my name and stead to sign my name and execute any and all bonds for appeal or otherwise that may be necessary to be given in the case of The United States *vs.* Lowry W. Humes, pending in the circuit or district court of the United States in and for the western district of Tennessee, and I do hereby ratify and confirm such signature and execution of said bond or bonds as fully and completely as if the same were done by me in my own proper person.

In witness whereof I have this day hereunto set my hand and affixed my seal January 6th, 1896.

MILTON HUMES. [SEAL.]

412 Before me, Edward E. Greenleaf, deputy clerk in and for the circuit court of the United States for the northern division of the northern district of Alabama, this day personally appeared Milton Humes, who, being by me first duly sworn, says that he signed the foregoing power of attorney volantarily on the day the same bears date, and that he is worth the sum of ten thousand dollars over and above his exemptions and liabilities, and that he owns real estate in Shelby county, Tennessee, worth twenty-five thousand dollars, upon which there is an incumbrance of fifteen hundred dollars.

MILTON HUMES.

Sworn to before me this 6th day of Jan'y, 1896.

ED. GREENLEAF,
Commissioner. [L. S.]

413 THE UNITED STATES OF AMERICA,
Sixth Judicial Circuit, Western District of Tennessee.

I, John B. Clough, clerk of the circuit court of the United States for the western division of said western district of Tennessee, do hereby certify that the papers hereto attached are full, true, perfect, and correct copies of the originals and a transcript of the entire record and proceedings (with writ of error & citation) in said court as the same now appears of record and upon the files in my office in the following cause, to wit:

THE UNITED STATES
vs.
LOWERY W. HUMES. } No. 1982.

In testimony whereof I have hereunto written my name and affixed the seal of said court, at my office, in the city of Memphis, Tennessee, this 24th day of February, A. D. 1896, and of the Independence of the United States the 120th year.

{ Seal Circuit Court of the United States for the Western District of Tennessee. }

JOHN B. CLOUGH, *Clerk.*

Authentication.

I, E. S. Hammond, a judge of said court, do hereby certify that John B. Clough, whose genuine signature appears to the foregoing certificate, is and was at the date of the same clerk of said court, and that his attestation is in due form.

E. S. HAMMOND,
Judge of the District Courts of the United States for the District Aforesaid.

[Endorsed:] No. 1982. Circuit court of the United States, western district of Tennessee. The United States *vs.* Lowry W. Humes.

Endorsed on cover: Case No. 16,242. W. Tennessee C. C. U. S. Term No., 480. Lowry W. Humes, plaintiff in error, *vs.* The United States. Filed March 30, 1896.

POOR COPY